



## CITY COUNCIL REGULAR MEETING

Monday, August 12, 2024 at 6:30 PM  
City Council Chambers | 202 N. Virginia Street, Port Lavaca TX 77979

### PUBLIC NOTICE OF MEETING

**The following item will be addressed at this or any other meeting of the city council upon the request of the mayor, any member(s) of council and/or the city attorney:**

*Announcement by the mayor that council will retire into closed session for consultation with city attorney on matters in which the duty of the attorney to the city council under the Texas disciplinary rules of professional conduct of the state bar of Texas clearly conflicts with the open meetings act (title 5, chapter 551, section 551.071(2) of the Texas government code).*

**(All matters listed under the consent agenda item are routine by the city council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.)**

### AGENDA

*Council will consider/discuss the following items and take any action deemed necessary.*

#### MEETING PROCEDURE

***Public notice is hereby given that the City Council of the City of Port Lavaca, Texas, will hold a regular meeting Monday, August 12, 2024 beginning at 6:30 p.m., at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas to consider the following items of business.***

***[After publication, any information in a council packet is subject to change during the meeting]***

*The meeting will also be available via the video conferencing application "Zoom",*

*Join Zoom Meeting:*

<https://us02web.zoom.us/j/81720650367?pwd=31rIrH24ahqaQMepjYMy26pkwRNj2y.1>

*Meeting ID: 817 2065 0367*

*Passcode: 550830*

*One Tap Mobile*

*+13462487799,,81793583407#,,, \*995664# US (Houston)*

*Dial by your location*

*+1346 248 7799 US (Houston)*

**I. ROLL CALL****II. CALL TO ORDER****III. INVOCATION****IV. PLEDGE OF ALLEGIANCE****V. PRESENTATION(S)****VI. COMMENTS FROM THE PUBLIC**

*(Limited to 3 minutes per individual unless permission to speak longer is received in advance. You may make public comments as you would at a meeting by logging on with your computer and using "Join Zoom Meeting" information on first page of this agenda).*

**VII. CONSENT AGENDA - Council will consider/discuss the following items and take any action deemed necessary**

- A. Minutes of July 09, 2024 Special Meeting (July 08, 2024 Regular Meeting cancelled due to Tropical Storm Beryl)
- B. Minutes of July 29, 2024 Workshop Meeting
- C. Review of Credit Card Statement
- D. Receive Monthly Financial Highlight Report
- E. Receive certification of additional sales and use tax to pay debt services

**VIII. ACTION ITEMS - Council will consider/discuss the following items and take any action deemed necessary**

- 1. Conduct Public Hearing for update on properties previously declared substandard on April 08, 2024:
  - a) 617 S. Ann Street
  - b) 506 S. Virginia Street
  - c) 306 Martin Luther King
  - d) 227 Tommy Dr.
  
- 2. Consider and take action on property previously declared substandard, following Public Hearings held on April 08, 2024 and July 08, 2024. Presenter is Derrick Smith
  - a) 617 S. Ann Street
  - b) 506 S. Virginia Street
  - c) 306 Martin Luther King
  - d) 227 Tommy Dr.
  
- 3. Conduct Public Hearing in accordance with the City of Port Lavaca Code of Ordinances, Chapter 12 Buildings and Building Regulations, Article IV - Substandard Buildings, Section 12-291 - Notice (a) and (b), for the following properties listed:
  - a) 116 Cheeves Ave.
  - b) 225 Cheeves Ave.
  - c) 227 Cheeves Ave.

- d) 505 Bonorden Street
  - e) 515 N. Nueces Street
  - f) 502 N Benavides Street
4. Consider and take action to declare property to be substandard and required action following declaration, following a Public Hearing held on July 08, 2024. Presenter is Derrick Smith
- a) 116 Cheeves Ave.
  - b) 225 Cheeves Ave.
  - c) 227 Cheeves Ave.
  - d) 505 Bonorden Street
  - e) 515 N. Nueces Street
  - f) 502 N Benavides Street
5. Receive updated report from the Victoria Economic Development Corporation (VEDC). Presenter is Jonas Titus
6. Consider request of Our Lady of the Gulf Catholic Church (OLGULF) Altar Society, for closure of Benavides Street between Leona and Austin Streets for their annual fund-raising Thanksgiving Meal Drive-Thru on Sunday, November 03, 2024 from 9:00 a.m. to 2:00 p.m. Presenter is Anne Marie Odefey
7. Consider Memo of Understanding (MOU) between the City of Port Lavaca and County of Calhoun for Combined Dispatch. Presenter is Jody Weaver
8. Consider Resolution No. R-081224-1 of the City Council of Port Lavaca, Texas, authorizing the submission of a Community Development Block Grant – Mitigation-Resilient Communities Program Project Application to the General Land Office; and authorizing the Mayor to act as the City’s Executive Officer and Authorized Representative in all matters pertaining to the City’s participation in the Community Development & Revitalization Program. Presenter is Jody Weaver
9. Consider amendments to the City of Port Lavaca HR and Workplace Policies as follows: Presenter is Jody Weaver
10. Consider Second and Final reading of an Ordinance (G-6-24) of the City of Port Lavaca amending the Code of Ordinances, to Chapter 12, Article IV- Building and Building Regulations Sec. 12-287 - Definition; unfit condition declared; minimum standards for use and occupancy, (d),(11); and providing an effective date. Presenter is Derrick Smith
11. Consider First reading of an Ordinance (G-7-24) of the City of Port Lavaca amending the basic Traffic Control Devices Ordinance G-6-86, Section 3, by adding Stop Signs in Lynnhaven Subdivision; Repeal Clause; and providing an effective date. Presenter is Colin Rangnow
12. Consider recommendation of selection committee to select a consultant to prepare a Master Parks Plan and Authorize the City Manager to negotiate a professional services contract for City Council approval. Presenter is Jody Weaver
13. Consider professional Engineering Services Agreement with CivilCorp for the Smith Road Sidewalk and Bike Lane project. Presenter is Jody Weaver

- 14. Consider Interlocal Agreement between the City of Port Lavaca and Texas Municipal League (TML) for Cyber Liability Coverage and Data Breach Response. Presenter is Brittney Hogan
- 15. Consider First reading of an Ordinance (G-8-24) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes, GBRA Fees; and providing an effective date. Presenter is Jody Weaver

**IX. ADJOURNMENT**

**CERTIFICATION OF POSTING NOTICE**

This is to certify that the above notice of a regular meeting of The City Council of The City of Port Lavaca, scheduled for **Monday, August 12, 2024**, beginning at 6:30 p.m., was posted at city hall, easily accessible to the public, as of **5:00 p.m. Wednesday, August 07, 2024**.

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**Lorena Perez-Diaz**, *Assistant City Secretary*

**ADA NOTICE**

The Port Lavaca City Hall and Council Chambers are wheelchair accessible. Access to the building is available at the primary north entrance facing Mahan Street. Special parking spaces are located in the Mahan Street parking area. In compliance with the Americans with Disabilities Act, the City of Port Lavaca will provide for reasonable accommodations for persons attending meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact City Secretary Mandy Grant at (361) 552-9793 Ext. 230 for assistance.

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# **COMMUNICATION**

**SUBJECT:** Minutes of July 09, 2024 Special Meeting (July 08, 2024 Regular Meeting cancelled due to Tropical Storm Beryl)

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## **INFORMATION:**



# CITY COUNCIL SPECIAL MEETING

Monday, July 09, 2024 at 5:30 PM

City Council Chambers | 202 N. Virginia Street, Port Lavaca, Texas 77979

## MINUTES

STATE OF TEXAS §  
COUNTY OF CALHOUN §  
CITY OF PORT LAVACA §

On this the 9th day of July 2024, the City Council of the City of Port Lavaca, Texas, convened in a Special Session at 5:30 p.m. at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following members in attendance:

### I. ROLL CALL

- |                 |   |
|-----------------|---|
| Jack Whitlow    | Mayor                                   |
| Daniel Aguirre  | Councilman, District 1                  |
| Tim Dent        | Councilman, District 2                  |
| Allen Tippit    | Councilman, District 3                  |
| Rosie G. Padron | Councilwoman, District 4, Mayor Pro Tem |
| Jim Ward        | Councilman, District 5                  |
| Justin Burke    | Councilman, District 6                  |

And with the following absent: None

Constituting a quorum for the transaction of business, at which time the following business was transacted:

### II. CALL TO ORDER

- Mayor Whitlow called the meeting to order at 5:36 p.m. and presided.

### III. COMMENTS FROM THE PUBLIC - *Limited to 3 minutes per individual unless permission to speak longer is received in advance. You may make public comments as you would at a meeting on Zoom by logging on with your computer and/or smart phone as described in the zoom invitation below or on Facebook Live through the comment section, which will be monitored and answered. As appropriate.*

- Mayor asked for comments from the public and there were none.

### IV. CONSENT AGENDA - *Council will consider/discuss the following items and take any action deemed necessary*

- A. Minutes of June 03, 2024 Workshop Meeting
- B. Minutes of June 10, 2024 Regular Meeting
- C. Minutes of June 24, 2024 Special Meeting
- D. Review of Credit Card Statement

- E. Receive Monthly Financial Highlight Report**
- F. Receive Victoria Economic Development Corporation (VEDC) Monthly Report**

Motion made by Councilman District 5 Ward

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS:

THAT, in accordance with recommendation of staff, Council hereby approves all consent agenda items as listed.

Seconded by Councilman District 2 Dent

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Burke

**V. ACTION ITEMS - (Council will consider/discuss the following items and take any action deemed necessary)**

- 1. Consider extension of the Mayor’s Declaration of a Local State of Disaster, dated July 06, 2024 for 30 days.**

Motion made by Councilman District 2 Dent

WHEREAS, on July 06, 2024, Lt. Governor Dan Patrick declared a state of disaster for several counties in Texas including Calhoun County; and

WHEREAS, on July 06, 2024, due to the imminent threat of widespread or severe damage injury, for loss of life or property due to the forecasted severe weather, County Judge Richard Meyer declare4d a state of disaster for the County of Calhoun; and

WHEREAS, on July 06, 2024, the forecasted severe weather could lead to prolonged loss of electrical power, dangerous street flooding and road conditions, loss of water pressure, and unsafe infrastructure within the City, threatening the safety and lives of all residents; and

WHEREAS, the Mayor of the City of Port Lavaca has determined that extraordinary measures must be taken to alleviate the suffering of people and to protect or rehabilitate property; and

WHEREAS, Pursuant to Chapter 418.108(b) of the Texas Government Code, the local state-of-disaster prompted by the Tropical Storm Beryl weather emergency is in effect for a period of not more than 7 days from the date of July 06, 2024.

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF THE CITY OF PORT LAVACA:

- 1. That a state of disaster is declared for the City of Port Lavaca.



- 2. That the City's Emergency Management Plan has been implemented.
- 3. That this state of disaster shall continue for a period of not more than seven days of the date hereof, unless the same is continued by consent of the City Council of Port Lavaca, Texas.
- 4. That this proclamation shall take effect immediately from and after its issuance.

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Burke

**2. Consider appointment of member(s) to the Planning Board to fill a vacancy and/or start a new term of two (2) years. Presenter is Derrick Smith**

Development Services Director Smith advised Council that the Planning Board has one (1) term that has expired for Steve Butler. Mr. Butler has requested to be reappointed to the Planning Board. There are no term limits established and the full term is for a period of two (2) years.

Motion made by Councilman District 5 Ward

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS:

THAT, in accordance with recommendation of staff, Council hereby reappoints Steve Butler to the Planning Board to start new two-year term.

Seconded by Councilman District 3 Tippit

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Burke

**3. Consider request of the United Way of Calhoun County for use of the Bayfront Peninsula Park for their annual family day on Saturday, September 21, 2024 and waiver of any fees associated with the event. Presenter is Tania French**

Motion made by Councilman District 5 Ward

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS:

THAT, in accordance with recommendation of staff, Council hereby approves request of the United Way of Calhoun County for use of the Bayfront Peninsula Park for their annual family day on Saturday, September 21, 2024 and waives any fees associated with the event.

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Burke

**4. Consider Amendments to the City of Port Lavaca HR and Workplace Policies by adding “Timekeeping Policy” and “Emergency Policy”. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council to table this agenda item.

Motion made by Councilman District 2 Dent

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS:

THAT, in accordance with recommendation of staff, Council hereby tables this agenda item.

Seconded by Councilman District 5 Ward

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Burke

**5. Consider Second and Final reading of an Ordinance (G-6-24) of the City of Port Lavaca amending the Code of Ordinances, to Chapter 12, Article IV- Building and Building Regulations Sec. 12-287 - Definition; unfit condition declared; minimum standards for use and occupancy, (d),(11); and providing an effective date. Presenter is Derrick Smith**

Interim City Manager Weaver advised Council to table this agenda item.

Motion made by Councilman District 2 Dent

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS:

THAT, in accordance with recommendation of staff, Council hereby tables this agenda item.

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Burke

**6. Consider First reading of an Ordinance (G-7-24) of the City of Port Lavaca amending the basic Traffic Control Devices Ordinance G-6-86, Section 3, by adding Stop Signs in Lynnhaven Subdivision; Repeal Clause; and providing an effective date. Presenter is Colin Rangnow**

Interim City Manager Weaver advised Council to table this agenda item.

Motion made by Councilman District 2 Dent

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS:

THAT, in accordance with recommendation of staff, Council hereby tables this agenda item.

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Burke

7. **Consider professional Engineering Services Agreement with CivilCorp for the Smith Road Sidewalk and Bike Lane project. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that for those that weren't around after Hurricane Harvey, if the City experiences a windstorm event that generates a large amount of brush and debris that Republic can't handle under their normal contract and the City plans to request reimbursement from FEMA, we must go through a procurement process to contract with a firm to collect and dispose of the debris and separately a firm that will manage and monitor these collection and disposal efforts to make sure reported quantities are accurate and all laws are being followed. The Pre-Disaster Debris Contract we had in place with True North since 2018 has expired and it is prudent to have one in place prior to a windstorm event coming our way. With a Management Firm under contract, they will help us in properly procuring a pre-disaster contract for Debris collection and disposal.

We initially advertised for Disaster Debris Management and Monitoring Proposals beginning May 15 with proposals due on May 31. Unfortunately, we received only one response and FEMA recommended that we advertise again. So, we did not open that submittal and readvertised beginning June 05 with a due date of June 21, 2024.

We received 3 proposals: TetraTech (Houston, TX), True North (Arlington, TX), and DebrisTech (Picayune, MS). The scoring committee was comprised of myself, Wayne Shaffer (Director of Public Works), Brittney Hogan (Interim Finance Director), and Kateryna Thomas (Grants and Capital Improvement Projects Coordinator). The summary of the scores are attached. Tetra Tech received an average score of 96.5, True North was 89.3 and DebrisTech was 82.0.

In accordance with FEMA requirements, Kateryna Thomas notified various MWDBE, HUB and Small Businesses about the RFP and has that fully documented for submittal to FEMA should we get hit with a windstorm and need to enact the contract.

**FINANCIAL IMPLICATIONS:**

Attached is a comparison of the cost proposals received. All three proposals were less than the Independent Cost Analysis that staff performed prior to advertising for Proposals. It is noted that True North has the lowest cost overall for the scenario of hours listed in the Pricing Schedule that we included in the RFP,

but it's noted that they do not provide pricing for some of the categories. It is understood that these tasks are included in the tasks of other personnel categories, but then that could affect the number of hours needed from those other categories. Their unit prices of the categories with the potential for the most hours is actually the highest, therefore as the hours for field work and data entry categories increase, the overall cost gets closer among all three. The Cost Proposal was 25 points of the overall 100 points scored.

Motion made by Councilman District 2 Dent

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS:

THAT, in accordance with the recommendation of staff, Council hereby authorizes the Interim City Manager to negotiate a Pre-Disaster Contract for Debris Management and Monitoring Services with TetraTech, based upon their submitted Proposal dated June 21, 2024.

BE IT FURTHER RESOLVED, THAT the Mayor is authorized to sign once the language has been approved by the City Attorney.

Seconded by Councilman District 6 Burke

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Burke

8. **Consider recommendation of the Planning Board for a request to the Ordinance Chapter 26- Manufactured Housing and Recreational Vehicles for a manufactured home to be placed on a residential lot that is not in a manufactured housing park. The property is described as Block 47, Lot 1 of the Original Townsite (723 S. Benavides Street). Presenter is Derrick Smith**

Mayor Whitlow announced that Council would retire into closed session at 6:05 p.m.:

- For consultation with City Attorney on matters in which the duty of the Attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act (Title 5, Chapter 551,-Section 551.071(2) of the Texas Government Code).

Mayor Whitlow announced that Council was back in open session at 6:27 p.m.

Director of Development Services Derrick Smith advised council that in accordance with Chapter 26.4(2)(c) of City of Port Lavaca Code of Ordinances, HUD-Code manufactured housing shall be installed only in a manufactured housing park, manufactured housing subdivisions or other property approved by the building official as described in the remainder of this subsection. A HUD-Code manufactured home will be permitted to be installed on any lot on which a manufactured home was situated in the past 180 days.

David Holford spoke on behalf of Jacob Benjamin, variance requestor. Mr. Benjamin is requesting a variance to place a manufactured home on 723 S. Benavides Street. Mr. Benjamin's variance application explains that his request is due to medical necessity. Mr. Benjamin states that he has purchased a new manufactured home, and the land purchase is contingent on the variance approval. He has also included a note from his primary

care provider that states that he should live within three (3) minutes response rate by EMS or to get to the hospital. According to the tax role, the current property owner is Larry R. Johnson c/o Elsa P. Johnson.

Smith explained that when considering whether to grant a variance, the Board must make specific findings that (1) it meets the intent of the ordinance and substantial justice will be provided to the applicant; (2) the variance is not contrary to public interest; and (3) that due to special conditions, literal enforcement of the ordinance would result in an unnecessary hardship to the property owner. An unnecessary hardship does not include a hardship created by the property owner. The hardship must be unique to the property. The variance request for a manufactured home to be permanently installed on 723 S. Benavides does not meet the intent of the Code of Ordinances. Furthermore, the property does not have unique hardships to prevent meeting the spirit of the ordinances. Therefore, staff recommends denial as per the aforementioned ordinance citation.

Motion made by Councilman District 1 Aguirre

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS:

THAT, in accordance with the recommendation of the Planning Board and staff, Council hereby approves denial of variance placement of manufactured home but approves a Special Use Permit for Jacob Benjamin to place a manufactured home at 723 S. Benavides St., Port Lavaca, Texas 77979

BE IT FURTHER RESOLVED, THAT Mr. Benjamin’s attorneys are responsible for drafting a Special Use Permit and Mr. Benjamin will be responsible for any legal fees implemented by city attorneys for review of the permit.

Seconded by Councilman District 3 Tippit

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Burke

- 9. **Announcement by Mayor that City Council will retire into closed session:**
  - **To deliberate the purchase, exchange, lease or value of Real Property (Deliberation in an Open Meeting would have a detrimental effect on the position of the Governmental Body in negotiations with a third party), in accordance with Title 5, Chapter 551, Section 551.072 of the Texas Government Code. Presenter is Mayor Whitlow**

Mayor Whitlow announced that Council would retire into closed session at 6:41 p.m.

- 10. **Return to Open Session and take any action deemed necessary with regard to matters in closed session. Presenter is Mayor Whitlow**

Mayor Whitlow announced that Council was back in open session at 7:22 p.m.

No action necessary and none taken.

**VI. ADJOURNMENT**

Mayor asked for motion to adjourn.

Motion made by Councilwoman District 4 (Mayor Pro Tem) Padron

Seconded by Councilman District 5 Ward

Voting Yea:

Councilman District 1 Aguirre, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Burke

Meeting adjourned at 7:22 p.m.

These minutes were approved on August 12, 2024.

ATTEST:

\_\_\_\_\_  
Jack Whitlow, Mayor

\_\_\_\_\_  
Mandy Grant, City Secretary

# **COMMUNICATION**

**SUBJECT:** Minutes of July 29, 2024 Workshop Meeting

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## **INFORMATION:**



# CITY COUNCIL WORKSHOP

Monday, July 29, 2024 at 1:00 PM

City Council Chambers | 202 N. Virginia Street, Port Lavaca TX 77979

## MINUTES

STATE OF TEXAS §  
COUNTY OF CALHOUN §  
CITY OF PORT LAVACA §

On this the 29<sup>th</sup> day of July, 2024, the City Council of the City of Port Lavaca, Texas, convened in a Workshop Session at 1:00 p.m. at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following members in attendance:

### I. ROLL CALL

Jack Whitlow	Mayor
Daniel Aguirre	Councilman, District 1
Allen Tippit	Councilman, District 3
Jim Ward	Councilman, District 5
Justin Burke	Councilman, District 6

And with the following absent:

Tim Dent	Councilman, District 2
Rosie G. Padron	Councilwoman, District 4, Mayor Pro Tem

Constituting a quorum for the transaction of business, at which time the following business was transacted:

### CITY COUNCIL SPECIAL MEETING

### II. CALL TO ORDER

- Mayor Whitlow called the special meeting to order at 1:22 p.m. and presided with the following announcement:

### III. COMMENTS FROM THE PUBLIC

*(Limited to 3 minutes per individual unless permission to speak longer is received in advance. You may make public comments as you would at a meeting by logging on with your computer and using "Join Zoom Meeting" information on first page of this agenda).*

- Mayor Whitlow asked for comments from the public and there were none.

### IV. ITEMS FOR DISCUSSION - Council will discuss the following items.



**1. Review and discuss proposed Capital Improvement Plan (CIP) and other Plans for 2024-2025 Fiscal Year Budget. Presenter is Jody Weaver**

Council discussed this agenda item.

No action necessary and none taken.

**RECESS**

- Mayor announced Council would take a brief recess at 2:32 p.m.
- Mayor announced Council was back from recess at 2:51 p.m.

**V. ADJOURN WORKSHOP**

Mayor Whitlow asked for motion to adjourn.

Motion made by Councilman District 5 Ward

Seconded by Councilman District 6 Burke

Voting Yea:

Councilman District 1 Aguirre, Councilman District 3 Tippit, Councilman District 5 Ward and Councilman District 6 Burke

Workshop adjourned at 4:21 p.m.

ATTEST:

\_\_\_\_\_  
Jack Whitlow, Mayor

\_\_\_\_\_  
Mandy Grant, City Secretary

# **COMMUNICATION**

**SUBJECT:** Review of Credit Card Statement

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**INFORMATION:**



Section VII. Item #C.

CITY OF  
Account Number: XXXX XXXX XXXX 0305

**Billing Questions:**  
800-367-7576

**Website:**  
www.cardaccount.net

**Send Billing Inquiries To:**  
Card Service Center, PO Box 569120, Dallas, TX 75356

**FIRST NATIONAL BANK IN PORT LAVACA Credit Card Account Statement**  
June 8, 2024 to July 8, 2024

**SUMMARY OF ACCOUNT ACTIVITY**

Previous Balance	\$5,416.59
- Payments	\$5,416.59
- Other Credits	\$356.16
+ Purchases	\$12,943.67
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$12,587.51

**PAYMENT INFORMATION**

New Balance:	\$12,587.51
Minimum Payment Due:	\$377.63
<b>Payment Due Date:</b>	<b>August 2, 2024</b>

Account Number	XXXX XXXX XXXX 0305
Credit Limit	\$26,500.00
Available Credit	\$13,730.00
Statement Closing Date	July 8, 2024
Days in Billing Cycle	31

**MESSAGES**

**PROTECT YOURSELF FROM SCAMMERS!**

We will never call, text, or email and ask you for your personal information. Some scammers will call and pretend to be from the Card Service Center. We will never call or text you and ask for sensitive information such as account or card number information, passwords or user names, or social security numbers. Please **DO NOT** give out that information.

If you feel pressured or concerned about a phone call, please hang up and call us at 800-367-7576 (the phone number located on the back of your credit card). Our Card Service Center team is always glad to check and can verify the information.

**TRANSACTIONS**

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
07/03	07/03	8543189J900XVE183	PAYMENT - THANK YOU	\$5,416.59-

Transactions continued on next page

FIRST NATIONAL BANK IN PORT LAVACA  
1550 N BROWN RD 150  
LAWRENCEVILLE GA 30043



Account Number: XXXX XXXX XXXX 0305  
New Balance: \$12,587.51  
Minimum Payment Due: \$377.63  
**Payment Due Date: August 2, 2024**

All payments on the account must be made at the address shown on your monthly billing statement and are considered to have been made on the date received at that address.

Amount Enclosed: \$



Make Check Payable to:

CARD SERVICE CENTER  
PO BOX 569100  
DALLAS TX 75356-9100

CITY OF PORT LAVACA  
202 N VIRGINIA ST  
PORT LAVACA TX 77979-3431



**TRANSACTIONS (continued)** An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
TOTAL XXXXXXXXXXXX0305				\$5,416.59-
06/11	06/13	8230606HLS66FYG80	VICTORIA COLLEGE VICTORIA TX	\$25.00
06/20	06/21	5174295HX01X3B1S9	IDENTOGO - TX FINGE 877-512-6962 MA	\$10.21
06/26	06/27	5543286J25ZG4FR1E	AMZN MKTP US*RC5940401 AMZN.COM/BILL WA	\$1,499.00
06/28	06/30	2524780J40547PVGY	DOUBLEDAVES PIZZAWORKS VICTORIA TX	\$24.69
07/01	07/02	2524780J7006EZKQ	VC PAYMENTS 2 VICTORIA TX	\$3,650.00
07/01	07/02	8271116J7000MXL9T	AARLEA TRAINING SAN ANTONIO CA	\$100.00
07/02	07/02	5543286J86178AQDA	AMAZON MKTPL*R77LV81W0 AMZN.COM/BILL WA	\$69.95
07/03	07/04	1527021J9024JRHFE	WP*TXCRITTERCONNECT1 SANGER TX	\$102.50
COLIN RANGNOW				
TOTAL XXXXXXXXXXXX0727				\$5,481.35
06/27	06/28	5174295J4036WQJ82	IDENTOGO - TX FINGE 877-512-6962 MA	\$10.21
ERIC SALES				
TOTAL XXXXXXXXXXXX0776				\$10.21
06/14	06/16	5543286HN5VZGB5K8	AMAZON MKTPL*RB8E80SA3 AMZN.COM/BILL WA	\$16.29
06/17	06/17	5543286HT5WTOWRMN	AMAZON MKTPL*U57KR7NC3 AMZN.COM/BILL WA	\$0.69
06/17	06/18	5542950HS0TZ3AW5W	TLO TRANSUNION BOCA RATON FL	\$75.00
06/20	06/21	8550039HWS66QHQYE	TEXAS ANIMAL CONTROL A 682-2410905 TX	\$50.00
06/24	06/25	5543286J05Z0ETLY3	AMZN MKTP US*RG1VQ3K62 AMZN.COM/BILL WA	\$404.10
07/02	07/03	5543286J861EWA4D4	AMAZON MKTPL*R71803XA0 AMZN.COM/BILL WA	\$9.01
KAREN NEAL				
TOTAL XXXXXXXXXXXX0784				\$555.09
06/14	06/16	5548872HP00GPYXL8	DSHS REGULATORY PROG AUSTIN TX	\$96.00
06/15	06/16	5526352HR0446Z38P	HARBOR FREIGHT TOOLS34 PORT LAVACA TX	\$362.98
06/27	06/27	5543286J35ZMF3L75	AMAZON MKTPL*RC47L7600 AMZN.COM/BILL WA	\$105.96
06/28	06/30	5543286J4606KMM4L	AMAZON MKTPL*RC9FE4X91 AMZN.COM/BILL WA	\$50.94
07/02	07/03	5526352J90GXER209	HARBOR FREIGHT TOOLS34 PORT LAVACA TX	\$24.48
07/02	07/03	5531020J90APF7LPR	AMAZON.COM*R71JG8LC2 SEATTLE WA	\$77.94
JUAN LUNA				
TOTAL XXXXXXXXXXXX0941				\$718.30
06/12	06/13	8271116HL000AE99J	WWW.APWA.NET KANSAS CITY MO	\$268.00
WAYNE SHAFFER				
TOTAL XXXXXXXXXXXX1212				\$268.00
07/05	07/07	5542950JBLWLBVTDP	EB TML REGION 11 QUAR 80141372 CREDIT	\$311.64-
07/05	07/07	5542950JBLWLBVTJQ	EB TML REGION 11 QUAR 80141372 CREDIT	\$44.52-
06/18	06/20	8518412HVS66EMZYV	TEXAS MUNICIPAL CLERKS 940-5653488 TX	\$135.00
07/03	07/04	5542950J9LRJBPE1L	EB TML REGION 11 QUAR 8014137200 CA	\$311.64
07/03	07/04	5542950J9LRJFN5NL	EB TML REGION 11 QUAR 8014137200 CA	\$44.52
MANDY GRANT				
TOTAL XXXXXXXXXXXX1238				\$135.00
06/11	06/13	5543286HL5VAAKVP6	WHATABURGER 323 Q26 PORT LAVACA TX	\$410.27
06/23	06/25	5543286J05Z02MQG8	FAIRFIELD INN & SUITES CORPUS CHRIST TX	\$271.44
CHECK-IN 06/23/24 FOLIO #E 5352				
06/27	06/27	5542950J303H21PWR	EZCATERSUBWAY 8004881803 MA	\$807.16
SUSAN LANG				
TOTAL XXXXXXXXXXXX1345				\$1,488.87
06/10	06/11	5543286HJ5STGZ05E	APPLE.COM/BILL 866-712-7753 CA	\$2.99
06/15	06/16	5543286HP5W4P0AZ6	AMAZON MKTPL*3U39L2GG3 AMZN.COM/BILL WA	\$26.99
06/19	06/20	5543286HV5XF4MFTB	AMAZON MKTPL*WH0UV49Z3 AMZN.COM/BILL WA	\$106.30

Transactions continued on next page



**TRANSACTIONS (continued)** An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
06/27	06/27	5548077J302ZBZ4DA	RECONYX HOLMEN WI	\$40.00
07/07	07/07	5543286JD62S4LXBK	INT'L CODE COUNCIL INC 888-422-7233 IL	\$124.60
DERRICK SMITH				
TOTAL XXXXXXXXXXXX3836				\$300.88
06/13	06/14	2524780HM02B72T4T	MERCO MARINE WELLSBURG WV	\$724.31
06/17	06/18	7541823HT5WM3G77R	FREDPRYOR CAREERTRACK MISSION KS	\$149.00
06/26	06/27	5543286J25ZGMXLTN	WALMART.COM 800-925-6278 AR	\$38.80
JAMES RUDELLAT				
TOTAL XXXXXXXXXXXX8611				\$912.11
06/27	06/28	5543286J35ZWNVHEE	AMAZON.COM*RC2EH5AQ2 AMZN.COM/BILL WA	\$153.90
06/28	06/30	0230096J48PMQQMRQ	GOVERNMENT FINANCE OFF CHICAGO IL	\$190.00
07/02	07/03	5543286J861F5551S	AMAZON MKTPL*R72F67VZ0 AMZN.COM/BILL WA	\$18.99
07/03	07/05	5520739JAEV1D2PV7	TYLER TECHNOLOGIES, IN YARMOUTH ME	\$275.00
BRITTNEY HOGAN				
TOTAL XXXXXXXXXXXX3462				\$637.89
06/09	06/11	8535335HJQA13B2RA	ICMA ONLINE 2029623680 DC	\$249.00
06/12	06/13	5543286HL5VBZ5LL1	CCSI EFAX CORPORATE 323-817-1155 CA	\$197.34
JOANNA WEAVER				
TOTAL XXXXXXXXXXXX0249				\$446.34
06/07	06/09	5543286HF6356L5N2	AMZN MKTP US*PW60C0H13 AMZN.COM/BILL WA	\$109.94
06/08	06/09	5543286HG63B5PNW8	TEEX ECOMMERCE 979-458-6898 TX	\$470.00
06/14	06/16	5548872HP00GP87QH	TCEQ EPAYMENT AUSTIN TX	\$113.75
06/14	06/16	5270808HN01JMQ21V	TRAINING AUSTIN TX	\$90.00
06/14	06/16	5270808HN01JMQ22B	TRAINING AUSTIN TX	\$395.00
06/20	06/21	2545733HX000A9N9X	PREP BLAST 615-6893546 TN	\$43.50
06/21	06/23	2545733HY000ADAF0	PREP BLAST 615-6893546 TN	\$43.50
07/02	07/03	5543286J861FMWPMM	AMAZON.COM*R72DF14N1 AMZN.COM/BILL WA	\$153.13
07/07	07/08	8230509JD000K9V9D	AMAZON MAR* 111-120582 SEATTLE WA	\$214.65
CYNTHIA HEYSQUIERDO				
TOTAL XXXXXXXXXXXX0264				\$1,633.47

**INTEREST CHARGE CALCULATION**

Your Annual Percentage Rate (APR) is the annual interest rate on your account

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	19.49% (v)	\$0.00	31	\$0.00
Cash Advances	19.49% (v)	\$0.00	31	\$0.00

(v) - variable

To avoid additional interest charges, pay your New Balance in full on or before the Payment Due Date.

Exciting news! Go online today and check out the all-new enhancements to the Card Service Center website. E-statements, additional payment options, links to Preferred Points website, and other helpful sites. Visit us today at [www.cardaccount.net](http://www.cardaccount.net) to enroll your credit card account(s) on the newly enhanced website.

Thank you for the opportunity to serve your credit card needs. Should your future plans include travel, please contact us at 1-800-367-7576.

**CREDITING OF PAYMENTS**

All payments received by 5:00 PM during the Card issuer's normal business day at the address indicated on the reverse side of this statement will be credited to your account as of the date of receipt of the payment. If payment is made at any location other than that address, credit of the payment may be delayed up to 5 days.

**BILLING RIGHTS SUMMARY**

**What to do if You Think You Find a Mistake on Your Statement**

If you think there is an error on your statement, write to us at BBCS, Attn: Dispute Department, 1550 North Brown Road, Suite 150, Lawrenceville, GA 30043 as soon as possible. In your letter, give us the following information: your name and account number; the dollar amount of the suspected error; and if you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While we do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**Your Rights if You are Dissatisfied with Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: BBCS, Attn: Dispute Department, 1550 North Brown Road, Suite 150, Lawrenceville, GA 30043.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

**EXPLANATION OF INTEREST CHARGES**

The Interest Charge shown on the front is the sum of the Interest Charges computed by applying the Periodic Rate(s) to the Average Daily Balance and adding any applicable transaction charge authorized in the Cardholder Agreement. The method for computing the balance subject to Interest Charge is an average daily balance (including new purchases) method.

We figure the interest charge on your account by applying the periodic rate(s) to the "average daily balance" of your account (including in some instances current transactions). To get the "average daily balance", we take the beginning balance of your account each day, add any new cash advances and subtract any payments or credits and any unpaid interest charges. If you paid in full the Previous Balance shown on this statement by the payment due date shown on the previous statement, we subtract from each day's beginning balance the amount of such Previous Balance included in that beginning balance and also do not add in any new purchases. Otherwise the amount of the Previous Balance is not subtracted and we add in any new purchases. This gives us the daily balance. Then we add all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

HOW TO AVOID INTEREST CHARGES: You have until the payment due date shown on your periodic statement to repay your balance before an interest charge on purchases will be imposed.

**ANNUAL FEE DISCLOSURES**

If an annual fee is shown on the front of the statement, see the front for information about the following matters: the annual percentage rate for purchases, certain information regarding any variable rate feature, the amount of the annual fee, any minimum interest charge, and any transaction charges for purchases. The method for computing the balance subject to interest charge on your account is an Average Daily Balance (including new purchases) method and is explained above.

If you terminate your account within 30 days from the Closing Date shown on the front of this statement, you will not owe the annual fee (and have the right to have it credited to your account) and may use your card(s) during that 30 day period without becoming obligated for the annual fee. To terminate your account you should give us written notice sent to the address for billing inquiries as shown on the front of this statement. All cards should be cut in half and returned with your termination notice.

**CREDIT BALANCES**

Any credit balance on your account (indicated by a "-" on the front of this statement) is money we owe you. You can make charges against this amount or request and receive a full refund of this amount by writing us at: Card Service Center, PO Box 569120, Dallas, TX 75356-9120. Any amount not charged against or refunded upon request that is over \$1.00 (equal to or in excess of \$1.00 if you live in MA or any amount in NY) will be refunded automatically within six months after the credit balance was created (four billing cycles in MD).

O1AB5762 – 3 – 05/25/17

(PLEASE SHOW YOUR CORRECT NAME AND ADDRESS)

Name (if incorrect on reverse side)

Street address

City State Zip Code

Effective Date: Month, Day, Year Signature

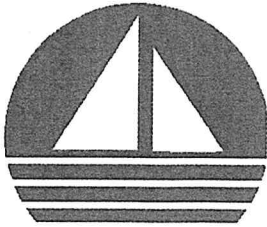
Home Phone Work Phone

# **COMMUNICATION**

**SUBJECT:** Receive Monthly Financial Highlight Report


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## **INFORMATION:**



CITY OF  
**PORT LAVACA**

202 N. Virginia, Port Lavaca, Texas 77979-0105 [www.portlavaca.org](http://www.portlavaca.org)  
Main Number: 361-552-9793 Main Facsimile: 361-552-6062

To: Mayor and Members of the City Council  
From: Brittney Hogan, Interim Finance Director   
Subject: FY 23-24 Financial Highlights through **July 31, 2024**  
Date: August 6, 2024

Below are the following reports for the period ending **July 31, 2024**, or **83%** of the year:

The major highlights of the Report are as follows:

*Property Tax* collections as reported by CCAD - are **\$5,542,410** for the year as of June Collections in FY 23-24 are 96.22% of total adjusted tax levy. Total current year Property Taxes Outstanding as of June is **\$571,866**.

In the General Fund, revenues through **07/31/24** are **86%** of budget. In addition:

1. *Current Property Tax* collections - are **\$4,944,672** for the year as of July. Collections in FY 23-24 are 110% of budget.
2. *Sales Tax* collections through July were **\$3,073,760** or 82.5% of budget. Collections through July in FY 22-23 were **\$2,902,443**.
3. *Licenses & Permits* collections are **\$90,463** for the year, or 34% of budget. Collections through July in FY 22-23 were **\$121,853**.
4. *Bauer Center Rentals* through July are **\$59,897** or 60% of budget. Collections through July in FY 22-23 were **\$59,800**.
5. *Court Fines* are **\$46,498** for the year, or 39% of budget. Collections through July in FY 22-23 were **\$57,260**.

Expenditures in the General Fund for the year are **69.5%** of budget.



**Target: 83%**

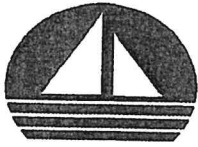
In the Utility Fund, revenues as of **07/31/24** are **79%** of budget. In addition:

1. *Metered Water* sales through July are **\$2,328,283** or **89%** of budget.
2. *Residential Sewer* sales through July are **\$1,253,292** or **80%** of budget.
3. *Garbage Billings* through July are **\$786,586** or **85%** of budget.

Expenditures in the Utility Fund for the year are **95%** of budget.

**Summary – FY 2023-2024 through 07/31/24**

<u>Fund</u>	<u>Revenues</u>	<u>%</u> <u>Budget</u>	<u>Expense</u>	<u>%</u> <u>Budget</u>	<u>Revenues</u> <u>Less</u> <u>Expense</u>
General	\$9,991,380	86%	\$8,546,148	69.5%	\$1,445,232
Utility	5,970,320	79%	5,948,455	95%	21,866
HOT	327,823	55.5%	498,975	78%	(171,151)
Beach	160,362	68%	115,629	55%	44,733
Port	894,176	46.5%	674,924	32%	219,253
				<b>Total</b>	<b>1,559,933</b>



**Port Lavaca  
PROPERTY TAX COLLECTION REPORT  
June 30, 2024**

<b>TAXES DUE AT CERTIFICATION</b>	5,760,674.07
Adjustments to Date	-47,519.39
<b>TOTAL TAX LEVY</b>	5,713,154.68

**2023 Tax Collections**

	Base	Penalties & Interest	Total
October	2,358,896.67	0.00	2,358,896.67
November	583,430.25	0.00	583,430.25
December	613,928.54	0.00	613,928.54
January	1,059,143.68	0.00	1,059,143.68
February	554,729.66	14,603.88	569,333.54
March	119,352.19	7,911.86	127,264.05
April	61,021.37	6,523.73	67,545.10
May	98,899.96	9,901.84	108,801.80
June	47,822.11	6,244.65	54,066.76
July (Delinquent as of July 1, 2023)			0.00
August			0.00
September			0.00
<b>TOTAL</b>	5,497,224.43	45,185.96	5,542,410.39

Last Year %  
Collected  
94.74%

**TRANSFERRED TO DELINQUENT ROLL**

<b>% Collected</b>	96.22%
July, Aug, and Sept Payments	0.00

**2023 TAXES OUTSTANDING**

215,926.83

**% Current Outstanding** 3.78%

**DELINQUENT COLLECTIONS**

	Base	Penalties & Interest	Total
October	1,434.78	2,667.91	4,102.69
November	9,308.28	2,187.95	11,496.23
December	95,107.93	19,103.85	114,211.78
January	13,907.48	5,063.20	18,970.68
February	12,837.84	6,253.88	19,091.72
March	10,220.42	4,093.40	14,313.82
April	18,070.77	11,138.98	29,209.75
May	38,780.39	13,486.27	52,266.66
June	8,263.60	5,663.62	13,927.22
July			0.00
August			0.00
September			0.00
<b>TOTAL</b>	207,931.49	69,659.06	277,590.55

**DELINQUENT TAXES OUTSTANDING**

355,938.99

**TOTAL TAXES OUTSTANDING**

571,865.82

*BA*  
2/1/24

**CITY OF PORT LAVACA, TEXAS  
SALES TAX REVENUES**

Section VII. Item #D.

Recv'd	Monthly Allocation	Prior Year % Inc (Dec) Month	General Fund	TOTAL		Y-T-D	Total YTD Percent of Budget	Prior Year Percent Increase (Decrease)		
				Year-to-Date Allocation	General Fund Budget Month			Month	Y-T-D	
<b>Fiscal Year 2021</b>										
Dec	Oct	345,451	27%	\$345,451	345,451	243,714	243,714	141.74%	26.9%	26.9%
Jan	Nov	281,510	12%	\$281,510	626,961	224,351	468,066	133.95%	12.3%	19.9%
Feb	Dec	279,811	-9%	\$279,811	906,772	274,277	742,342	122.15%	-8.7%	9.4%
Mar	Jan	265,655	-11%	\$265,655	1,172,427	265,771	1,008,114	116.30%	-10.5%	4.1%
Apr	Feb	246,266	7%	\$246,266	1,418,693	206,830	1,214,943	116.77%	6.6%	4.5%
May	Mar	354,052	22%	\$354,052	1,772,745	260,317	1,475,260	120.16%	21.8%	7.6%
Jun	Apr	296,421	25%	\$296,421	2,069,165	211,890	1,687,150	122.64%	25.2%	9.8%
Jul	May	294,843	11%	\$294,843	2,364,008	238,183	1,925,333	122.78%	10.8%	9.9%
Aug	Jun	329,290	-7%	\$329,290	2,693,298	317,553	2,242,886	120.08%	-7.2%	7.5%
Sep	Jul	285,544	19%	\$285,544	2,978,842	214,770	2,457,656	121.21%	19.0%	8.5%
Oct	Aug	276,092	1%	\$276,092	3,254,934	244,797	2,702,453	120.44%	1.0%	7.8%
Nov	Sep	311,985	16%	\$311,985	3,566,919	240,547	2,943,000	121.20%	16.1%	8.5%

<b>Fiscal Year 2022</b>										
Dec	Oct	246,194	-29%	\$246,194	246,194	318,632	318,632	77.27%	-28.7%	-28.7%
Jan	Nov	264,290	-6%	\$264,290	510,484	259,655	578,287	88.28%	-6.1%	-18.6%
Feb	Dec	330,154	18%	\$330,154	840,638	258,087	836,374	100.51%	18.0%	-7.3%
Mar	Jan	245,570	-8%	\$245,570	1,086,207	245,031	1,081,405	100.44%	-7.6%	-7.4%
Apr	Feb	252,248	2%	\$252,248	1,338,456	227,147	1,308,552	102.29%	2.4%	-5.7%
May	Mar	315,077	-11%	\$315,077	1,653,532	326,565	1,635,117	101.13%	-11.0%	-6.7%
Jun	Apr	266,647	-10%	\$266,647	1,920,179	273,408	1,908,525	100.61%	-10.0%	-7.2%
Jul	May	275,093	-7%	\$275,093	2,195,273	271,952	2,180,478	100.68%	-6.7%	-7.1%
Aug	Jun	315,184	-4%	\$315,184	2,510,457	303,725	2,484,203	101.06%	-4.3%	-6.8%
Sep	Jul	349,708	22%	\$349,708	2,860,165	263,376	2,747,579	104.10%	22.5%	-4.0%
Oct	Aug	304,754	10%	\$304,754	3,164,919	254,657	3,002,236	105.42%	10.4%	-2.8%
Nov	Sep	325,921	4%	\$325,921	3,490,839	287,764	3,290,000	106.10%	4.5%	-2.1%

<b>Fiscal Year 2023</b>										
Dec	Oct	267,921	9%	\$267,921	267,921	221,082	221,082	121.19%	8.8%	8.8%
Jan	Nov	262,666	-1%	\$262,666	530,587	237,332	458,414	115.74%	-0.6%	3.9%
Feb	Dec	327,969	-1%	\$327,969	858,556	296,478	754,892	113.73%	-0.7%	2.1%
Mar	Jan	293,025	19%	\$293,025	1,151,581	220,522	975,414	118.06%	19.3%	6.0%
Apr	Feb	241,757	-4%	\$241,757	1,393,338	226,519	1,201,932	115.92%	-4.2%	4.1%
May	Mar	288,609	-8%	\$288,609	1,681,948	282,939	1,484,871	113.27%	-8.4%	1.7%
Jun	Apr	267,670	0%	\$267,670	1,949,617	239,449	1,724,320	113.07%	0.4%	1.5%
Jul	May	310,160	13%	\$310,160	2,259,777	247,034	1,971,354	114.63%	12.7%	2.9%
Aug	Jun	333,198	6%	\$333,198	2,592,976	283,035	2,254,389	115.02%	5.7%	3.3%
Sep	Jul	295,975	-15%	\$295,975	2,888,951	314,037	2,568,426	112.48%	-15.4%	1.0%
Oct	Aug	335,595	10%	\$335,595	3,224,546	273,669	2,842,095	113.46%	10.1%	1.9%
Nov	Sep	315,989	-3%	\$315,989	3,540,534	292,677	3,134,772	112.94%	-3.0%	1.4%

<b>Fiscal Year 2024</b>										
Dec	Oct	281,039	5%	\$281,039	281,039	281,800	281,800	99.73%	4.9%	4.9%
Jan	Nov	279,772	7%	\$279,772	560,811	276,274	558,074	100.49%	6.5%	5.7%
Feb	Dec	333,966	2%	\$333,966	894,777	344,960	903,033	99.09%	1.8%	4.2%
Mar	Jan	264,897	-10%	\$264,897	1,159,674	308,205	1,211,239	95.74%	-9.6%	0.7%
Apr	Feb	289,101	20%	\$289,101	1,448,775	254,282	1,465,520	98.86%	19.6%	4.0%
May	Mar	341,291	18%	\$341,291	1,790,066	303,561	1,769,081	101.19%	18.3%	6.4%
Jun	Apr	317,416	19%	\$317,416	2,107,482	281,536	2,050,617	102.77%	18.6%	8.1%
Jul	May	302,469	-2%	\$302,469	2,409,951	326,228	2,376,845	101.39%	-2.5%	6.6%
Aug	Jun					350,460	2,727,305			
Sep	Jul					311,308	3,038,613			
Oct	Aug					352,981	3,391,594			
Nov	Sep					332,358	3,723,952			

CITY OF PORT LAVACA  
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)  
 AS OF: JULY 31ST, 2024

001-GENERAL FUND  
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
TAXES	8,985,666	8,985,666	0	401,557.86	8,685,932.97	0.00	299,733.03	96.66
LICENSES & PERMITS	268,410	268,410	0	8,310.66	90,462.90	0.00	177,947.10	33.70
USER & SERVICE CHARGES	102,500	102,500	0	10,746.44	63,978.69	0.00	38,521.31	62.42
FINES & FORFEITURES	284,000	284,000	0	21,603.63	242,400.30	0.00	41,599.70	85.35
OTHER REVENUE	550,950	550,950	0	1,480.00	358,949.69	0.00	192,000.31	65.15
GRANT AND CONTRIBUTION R	572,033	572,033	0	0.00	320,133.62	0.00	251,899.38	55.96
INTERGOVERNMENTAL REVENUE	875,783	875,783	0	0.00	229,522.08	0.00	646,260.92	26.21
<b>TOTAL REVENUES</b>	<b>11,639,342</b>	<b>11,639,342</b>	<b>0</b>	<b>443,698.59</b>	<b>9,991,380.25</b>	<b>0.00</b>	<b>1,647,961.75</b>	<b>85.84</b>
<u>EXPENDITURE SUMMARY</u>								
CITY COUNCIL	30,402	30,402	0	3,120.49	25,550.68	0.00	4,851.32	84.04
CITY MANAGER	394,511	394,511	0	22,670.88	285,129.80	6,250.00	103,131.20	73.86
CITY SECRETARY	224,494	224,494	0	16,379.44	182,048.46	0.00	42,445.54	81.09
HUMAN RESOURCE	34,725	34,725	0	3,483.79	23,559.22	0.00	11,165.78	67.85
MUNICIPAL COURT	163,474	163,474	0	9,029.58	123,649.91	0.00	39,824.09	75.64
TECHNOLOGY SERVICES	462,081	462,081	0	7,767.07	351,697.26	29,773.25	80,610.49	82.55
ECONOMIC DEVELOPMENT	0	0	0	0.00	0.00	0.00	0.00	0.00
FINANCE	440,906	440,906	0	38,331.54	257,992.68	2,417.56	180,495.76	59.06
CITY HALL	207,520	207,520	0	6,426.98	166,741.58	45,985.00	( 5,206.58)	102.51
POLICE	2,919,859	2,919,859	0	234,542.76	2,112,991.49	0.00	806,867.51	72.37
FIRE	2,162,555	2,162,555	0	177,766.96	1,746,771.94	0.00	415,783.06	80.77
ANIMAL CONTROL	246,085	246,085	0	20,863.13	152,406.60	20,651.70	73,026.70	70.32
CODE ENFORCEMENT/INSPECT	511,797	511,797	0	43,384.78	307,636.80	26,974.71	177,185.49	65.38
STREETS	2,897,645	2,897,645	0	138,582.57	1,476,079.19	18,584.03	1,402,981.78	51.58
PARKS & RECREATION	1,064,950	1,064,950	0	66,181.21	618,073.55	173,650.98	273,225.47	74.34
BAUER CENTER	335,464	335,464	0	53,152.44	300,586.14	0.00	34,877.86	89.60
NON-DEPARTMENTAL	680,027	680,027	0	10,393.62	415,233.13	0.00	264,793.87	61.06
<b>TOTAL EXPENDITURES</b>	<b>12,776,495</b>	<b>12,776,495</b>	<b>0</b>	<b>852,077.24</b>	<b>8,546,148.43</b>	<b>324,287.23</b>	<b>3,906,059.34</b>	<b>69.43</b>
<b>REVENUES OVER/ (UNDER) EXPENDITURES</b>	<b>( 1,137,153)</b>	<b>( 1,137,153)</b>	<b>0</b>	<b>( 408,378.65)</b>	<b>1,445,231.82</b>	<b>( 324,287.23)</b>	<b>( 2,258,097.59)</b>	<b>98.57-</b>

CITY OF PORT LAVACA  
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)  
 AS OF: JULY 31ST, 2024

Section VII. Item #D.

001-GENERAL FUND  
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<b>TAXES</b>								
411.01	PROPERTY TAXES-CURRENT	4,511,964	4,511,964	0	31,956.17	4,944,671.81	0.00 ( 432,707.81)	109.59
411.02	PROPERTY TAXES-DELIQU	100,000	100,000	0	7,771.15	197,395.53	0.00 ( 97,395.53)	197.40
412.01	SALES TAX REVENUE	3,723,952	3,723,952	0	303,746.38	3,073,760.36	0.00 650,191.64	82.54
413.01	NATURAL GAS FRANCHISE	62,000	62,000	0	0.00	33,811.61	0.00 28,188.39	54.53
413.02	ELECTRICAL FRANCHISE T	342,000	342,000	0	34,374.00	224,264.24	0.00 117,735.76	65.57
413.03	TELEPHONE FRANCHISE TA	32,000	32,000	0	145.20	13,921.25	0.00 18,078.75	43.50
413.04	CABLE TV FRANCHISE TAX	50,000	50,000	0	6,565.44	20,399.15	0.00 29,600.85	40.80
413.05	WASTE COLLECTION FRAN	128,750	128,750	0	14,452.46	99,303.72	0.00 29,446.28	77.13
413.90	OTHER FRANCHISE TAX	0	0	0	0.00	0.00	0.00 0.00	0.00
414.01	ALCOHOLIC BEVERAGE TAX	35,000	35,000	0	2,547.06	19,031.23	0.00 15,968.77	54.37
415.15	INTERGOVERNMENTAL REVE	0	0	0	0.00	59,374.07	0.00 ( 59,374.07)	0.00
	<b>TOTAL TAXES</b>	<b>8,985,666</b>	<b>8,985,666</b>	<b>0</b>	<b>401,557.86</b>	<b>8,685,932.97</b>	<b>0.00 299,733.03</b>	<b>96.66</b>
<b>LICENSES &amp; PERMITS</b>								
421.01	ELECTRICAL LICENSES	0	0	0	0.00	0.00	0.00 0.00	0.00
421.02	BUILDER LICENSES	7,000	7,000	0	450.00	4,601.92	0.00 2,398.08	65.74
422.01	ELECTRICAL PERMITS	25,000	25,000	0	0.00	15.00	0.00 24,985.00	0.06
422.02	BUILDING PERMITS	157,000	157,000	0	6,133.39	63,554.76	0.00 93,445.24	40.48
422.03	PLUMBING PERMITS	22,000	22,000	0	0.00	0.00	0.00 22,000.00	0.00
422.04	MECHANICAL PERMITS	5,600	5,600	0	0.00	0.00	0.00 5,600.00	0.00
422.05	FOUNDATION PERMITS	0	0	0	0.00	0.00	0.00 0.00	0.00
422.06	PEDDLER & SOLICITOR PE	0	0	0	0.00	320.00	0.00 ( 320.00)	0.00
422.07	ALCOHOL IN THE PARK PE	0	0	0	50.00	1,050.00	0.00 ( 1,050.00)	0.00
423.01	TRAILER PERMITS	0	0	0	0.00	0.00	0.00 0.00	0.00
423.02	FOOD HANDLER'S PERMITS	2,600	2,600	0	135.00	2,205.00	0.00 395.00	84.81
423.03	LIENS	1,500	1,500	0	0.00	0.00	0.00 1,500.00	0.00
423.90	OTHER PERMITS & FEES	30,000	30,000	0	1,497.27	11,750.63	0.00 18,249.37	39.17
424.01	ALCOHOLIC BEVERAGE PER	7,110	7,110	0	0.00	4,995.00	0.00 2,115.00	70.25
424.02	AMUSEMENT PERMIT FEES	300	300	0	0.00	0.00	0.00 300.00	0.00
424.03	SUBDIVISION & PLAT FEE	1,000	1,000	0	0.00	250.00	0.00 750.00	25.00
424.04	ENVIRONMENTAL & HEALTH	0	0	0	0.00	0.00	0.00 0.00	0.00
424.05	PLAN REVIEW FEES	9,000	9,000	0	0.00	952.59	0.00 8,047.41	10.58
425.01	ANIMAL LICENSES & FEES	200	200	0	20.00	508.00	0.00 ( 308.00)	254.00
426.01	ALARM FEES	100	100	0	25.00	260.00	0.00 ( 160.00)	260.00
	<b>TOTAL LICENSES &amp; PERMITS</b>	<b>268,410</b>	<b>268,410</b>	<b>0</b>	<b>8,310.66</b>	<b>90,462.90</b>	<b>0.00 177,947.10</b>	<b>33.70</b>
<b>USER &amp; SERVICE CHARGES</b>								
435.06	BAUER CENTER RENTALS	100,000	100,000	0	8,950.00	59,897.00	0.00 40,103.00	59.90
435.07	BAYFRONT RENTALS	0	0	0	1,779.44	2,379.44	0.00 ( 2,379.44)	0.00
439.01	POLICE SERVICES	2,000	2,000	0	17.00	1,702.25	0.00 297.75	85.11
439.05	POLICE TRAINING FEES	500	500	0	0.00	0.00	0.00 500.00	0.00
	<b>TOTAL USER &amp; SERVICE CHARGES</b>	<b>102,500</b>	<b>102,500</b>	<b>0</b>	<b>10,746.44</b>	<b>63,978.69</b>	<b>0.00 38,521.31</b>	<b>62.42</b>

CITY OF PORT LAVACA  
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)  
 AS OF: JULY 31ST, 2024

501-PUBLIC UTILITY FUND  
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	7,182,792	7,182,792	0	608,927.47	5,790,383.01	0.00	1,392,408.99	80.61
FINES & FORFEITURES	240,000	240,000	0	11,390.63	98,912.07	0.00	141,087.93	41.21
OTHER REVENUE	120,000	120,000	0	140.00	81,025.32	0.00	38,974.68	67.52
GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
<b>TOTAL REVENUES</b>	<b>7,542,792</b>	<b>7,542,792</b>	<b>0</b>	<b>620,458.10</b>	<b>5,970,320.40</b>	<b>0.00</b>	<b>1,572,471.60</b>	<b>79.15</b>
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	157,108	157,108	0	1,754.94	110,094.81	0.00	47,013.19	70.08
BILLING	416,963	416,963	0	36,832.22	356,265.39	28,482.10	32,215.51	92.27
MAINTENANCE	1,347,812	1,347,812	0	105,122.64	796,292.97	555,465.35 (	3,946.32)	100.29
WASTEWATER TREATMENT	1,007,105	1,007,105	0	314,261.91	1,138,147.28	169,610.34 (	300,652.62)	129.85
NON-DEPARTMENTAL	4,136,641	4,136,641	0	359,784.75	3,547,654.30	0.00	588,986.70	85.76
<b>TOTAL EXPENDITURES</b>	<b>7,065,629</b>	<b>7,065,629</b>	<b>0</b>	<b>817,756.46</b>	<b>5,948,454.75</b>	<b>753,557.79</b>	<b>363,616.46</b>	<b>94.85</b>
<b>REVENUES OVER/ (UNDER) EXPENDITURES</b>	<b>477,163</b>	<b>477,163</b>	<b>0 (</b>	<b>197,298.36)</b>	<b>21,865.65 (</b>	<b>753,557.79)</b>	<b>1,208,855.14</b>	<b>153.34-</b>

CITY OF PORT LAVACA  
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)  
 AS OF: JULY 31ST, 2024

501-PUBLIC UTILITY FUND  
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<b>USER &amp; SERVICE CHARGES</b>								
431.11	WATER-METERED	2,627,012	2,627,012	0	244,867.22	2,328,282.61	0.00	298,729.39 88.63
431.12	WATER-BULK	0	0	0	0.00	0.00	0.00	0.00 0.00
431.13	WATER-METERED COUNTY	95,014	95,014	0	9,520.66	71,352.89	0.00	23,661.11 75.10
431.21	SEWER RESIDENTIAL	1,567,373	1,567,373	0	133,413.35	1,253,292.15	0.00	314,080.85 79.96
431.22	SEWER COMMERCIAL	1,079,863	1,079,863	0	66,948.61	664,544.69	0.00	415,318.31 61.54
431.23	SEWER COUNTY	67,205	67,205	0	5,861.14	53,308.37	0.00	13,896.63 79.32
431.25	SEWER-LOW PRESSURE (LP)	975	975	0	120.00	1,200.50	0.00	( 225.50) 123.13
431.31	WASTE-GARBAGE COLLECTI	927,373	927,373	0	84,090.27	786,856.10	0.00	140,516.90 84.85
431.32	SPRING CLEANUP	100,000	100,000	0	2,559.90	19,516.72	0.00	80,483.28 19.52
432.05	GBRA FEES	631,277	631,277	0	52,051.32	520,813.98	0.00	110,463.02 82.50
432.11	WATER TAPS	20,000	20,000	0	0.00	4,875.00	0.00	15,125.00 24.38
432.21	SEWER TAPS	4,000	4,000	0	0.00	3,570.00	0.00	430.00 89.25
432.60	DAMAGES REIMBURSEMENT	0	0	0	0.00	0.00	0.00	0.00 0.00
432.61	SERVICE CALL FEES	1,200	1,200	0	1,830.00	14,240.00	0.00	( 13,040.00) 1,186.67
432.62	SERVICE TRANSFER FEES	1,000	1,000	0	0.00	130.00	0.00	870.00 13.00
432.63	SERVICE RECONNECTION F	60,000	60,000	0	7,620.00	67,770.00	0.00	( 7,770.00) 112.95
432.64	SERVICE TEMP WATER	500	500	0	45.00	630.00	0.00	( 130.00) 126.00
432.65	SALES TAX-GARBAGE	0	0	0	0.00	0.00	0.00	0.00 0.00
	<b>TOTAL USER &amp; SERVICE CHARGES</b>	<b>7,182,792</b>	<b>7,182,792</b>	<b>0</b>	<b>608,927.47</b>	<b>5,790,383.01</b>	<b>0.00</b>	<b>1,392,408.99 80.61</b>
<b>FINES &amp; FORFEITURES</b>								
442.01	LATE PAYMENT PENALTIES	90,000	90,000	0	11,390.63	98,872.07	0.00	( 8,872.07) 109.86
442.02	CONTRACT REVENUE	150,000	150,000	0	0.00	40.00	0.00	149,960.00 0.03
	<b>TOTAL FINES &amp; FORFEITURES</b>	<b>240,000</b>	<b>240,000</b>	<b>0</b>	<b>11,390.63</b>	<b>98,912.07</b>	<b>0.00</b>	<b>141,087.93 41.21</b>
<b>OTHER REVENUE</b>								
451.01	INTEREST INCOME	38,000	38,000	0	0.00	21,729.86	0.00	16,270.14 57.18
459.03	RETURNED CHECK FEE	1,000	1,000	0	60.00	1,050.00	0.00	( 50.00) 105.00
459.04	BAD DEBT ACCOUNT COLLE	35,000	35,000	0	80.00	( 480.33)	0.00	35,480.33 1.37-
459.08	CCRWSS-GBRA TRANSMISSI	43,000	43,000	0	0.00	58,712.88	0.00	( 15,712.88) 136.54
459.11	AUCTION/SALE PROCEEDS	2,000	2,000	0	0.00	0.00	0.00	2,000.00 0.00
459.12	TML REIMBURSEMENTS	0	0	0	0.00	0.00	0.00	0.00 0.00
459.90	MISCELLANEOUS INCOME	1,000	1,000	0	0.00	12.91	0.00	987.09 1.29
459.92	EQUITY BALANCE FORWARD	0	0	0	0.00	0.00	0.00	0.00 0.00
	<b>TOTAL OTHER REVENUE</b>	<b>120,000</b>	<b>120,000</b>	<b>0</b>	<b>140.00</b>	<b>81,025.32</b>	<b>0.00</b>	<b>38,974.68 67.52</b>
<b>GRANT AND CONTRIBUTION R</b>								
481.00	CAPITAL CONTRIBUTIONS	0	0	0	0.00	0.00	0.00	0.00 0.00
482.00	GRANT REVENUE	0	0	0	0.00	0.00	0.00	0.00 0.00
	<b>TOTAL GRANT AND CONTRIBUTION R</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00 0.00</b>
<b>INTERGOVERNMENTAL REVENUE</b>								
493.01	XFER IN- VARIOUS FUNDS	0	0	0	0.00	0.00	0.00	0.00 0.00
493.02	XFER IN- FUND 136	0	0	0	0.00	0.00	0.00	0.00 0.00
493.88	XFER IN-206-FARF RESTR	0	0	0	0.00	0.00	0.00	0.00 0.00
	<b>TOTAL INTERGOVERNMENTAL REVENUE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00 0.00</b>
<b>TOTAL REVENUES</b>	<b>7,542,792</b>	<b>7,542,792</b>	<b>0</b>	<b>620,458.10</b>	<b>5,970,320.40</b>	<b>0.00</b>	<b>1,572,471.60</b>	<b>79.15</b>

CITY OF PORT LAVACA  
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)  
 AS OF: JULY 31ST, 2024

Section VII. Item #D.

001-GENERAL FUND  
 REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<b>FINES &amp; FORFEITURES</b>								
441.01	90,000	90,000	0	10,278.67	119,463.06	0.00 (	29,463.06)	132.74
441.02	45,000	45,000	0	4,385.50	60,491.70	0.00 (	15,491.70)	134.43
443.01	120,000	120,000	0	5,091.34	46,497.94	0.00	73,502.06	38.75
443.02	14,000	14,000	0	982.50	8,906.66	0.00	5,093.34	63.62
443.03	5,000	5,000	0	120.20	1,205.84	0.00	3,794.16	24.12
449.02	10,000	10,000	0	745.42	5,835.10	0.00	4,164.90	58.35
449.03	0	0	0	0.00	0.00	0.00	0.00	0.00
449.05	0	0	0	0.00	0.00	0.00	0.00	0.00
<b>TOTAL FINES &amp; FORFEITURES</b>	<b>284,000</b>	<b>284,000</b>	<b>0</b>	<b>21,603.63</b>	<b>242,400.30</b>	<b>0.00</b>	<b>41,599.70</b>	<b>85.35</b>
<b>OTHER REVENUE</b>								
451.01	500,000	500,000	0	0.00	276,597.99	0.00	223,402.01	55.32
455.01	0	0	0	0.00	0.00	0.00	0.00	0.00
459.02	500	500	0	71.00	150.25	0.00	349.75	30.05
459.05	0	0	0	0.00	0.00	0.00	0.00	0.00
459.07	0	0	0	0.00	0.00	0.00	0.00	0.00
459.10	0	0	0	0.00	0.00	0.00	0.00	0.00
459.11	32,000	32,000	0	0.00	34,300.00	0.00 (	2,300.00)	107.19
459.12	0	0	0	1,409.00	25,661.78	0.00 (	25,661.78)	0.00
459.14	0	0	0	0.00	0.00	0.00	0.00	0.00
459.15	0	0	0	0.00	0.00	0.00	0.00	0.00
459.17	2,450	2,450	0	0.00	0.00	0.00	2,450.00	0.00
459.20	0	0	0	0.00	11.00	0.00 (	11.00)	0.00
459.90	10,000	10,000	0	0.00	16,228.67	0.00 (	6,228.67)	162.29
459.91	6,000	6,000	0	0.00	6,000.00	0.00	0.00	100.00
459.92	0	0	0	0.00	0.00	0.00	0.00	0.00
<b>TOTAL OTHER REVENUE</b>	<b>550,950</b>	<b>550,950</b>	<b>0</b>	<b>1,480.00</b>	<b>358,949.69</b>	<b>0.00</b>	<b>192,000.31</b>	<b>65.15</b>
<b>GRANT AND CONTRIBUTION R</b>								
482.00	258,656	258,656	0	0.00	0.00	0.00	258,656.00	0.00
482.01	0	0	0	0.00	0.00	0.00	0.00	0.00
484.53	0	0	0	0.00	0.00	0.00	0.00	0.00
484.54	1,800	1,800	0	0.00	1,813.75	0.00 (	13.75)	100.76
484.59	240,577	240,577	0	0.00	247,319.87	0.00 (	6,742.87)	102.80
484.60	65,000	65,000	0	0.00	65,000.00	0.00	0.00	100.00
484.61	6,000	6,000	0	0.00	6,000.00	0.00	0.00	100.00
<b>TOTAL GRANT AND CONTRIBUTION R</b>	<b>572,033</b>	<b>572,033</b>	<b>0</b>	<b>0.00</b>	<b>320,133.62</b>	<b>0.00</b>	<b>251,899.38</b>	<b>55.96</b>
<b>INTERGOVERNMENTAL REVENUE</b>								
492.01	51,181	51,181	0	0.00	34,120.64	0.00	17,060.36	66.67
492.02	1,135	1,135	0	0.00	756.64	0.00	378.36	66.66
492.04	6,157	6,157	0	0.00	4,104.64	0.00	2,052.36	66.67
493.10	0	0	0	0.00	230.80	0.00 (	230.80)	0.00
493.85	0	0	0	0.00	0.00	0.00	0.00	0.00
493.87	0	0	0	0.00	0.00	0.00	0.00	0.00
493.88	531,846	531,846	0	0.00	0.00	0.00	531,846.00	0.00
493.89	285,464	285,464	0	0.00	190,309.36	0.00	95,154.64	66.67
493.90	0	0	0	0.00	0.00	0.00	0.00	0.00
<b>TOTAL INTERGOVERNMENTAL REVENUE</b>	<b>875,783</b>	<b>875,783</b>	<b>0</b>	<b>0.00</b>	<b>229,522.08</b>	<b>0.00</b>	<b>646,260.92</b>	<b>26.21</b>



CITY OF PORT LAVACA  
REVENUE AND EXPENDITURES REPORT (UNAUDITED)  
AS OF: JULY 31ST, 2024

Section VII. Item #D.

001-GENERAL FUND  
REVENUES

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
TOTAL REVENUES	<u>11,639,342</u>	<u>11,639,342</u>	<u>0</u>	<u>443,698.59</u>	<u>9,991,380.25</u>	<u>0.00</u>	<u>1,647,961.75</u>	<u>85.84</u>

CITY OF PORT LAVACA  
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)  
 AS OF: JULY 31ST, 2024

101-HOTEL OCCUPANCY TAX FUND  
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
TAXES	576,905	576,905	0	0.00	314,428.83	0.00	262,476.17	54.50
OTHER REVENUE	14,500	14,500	0	0.00	13,394.59	0.00	1,105.41	92.38
INTERGOVERNMENTAL REVENUE	0	0	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	591,405	591,405	0	0.00	327,823.42	0.00	263,581.58	55.43
<u>EXPENDITURE SUMMARY</u>								
HOTEL OCCUPANCY TAX	638,804	638,804	0	39,981.70	498,974.60	0.00	139,829.40	78.11
TOTAL EXPENDITURES	638,804	638,804	0	39,981.70	498,974.60	0.00	139,829.40	78.11
REVENUES OVER/ (UNDER) EXPENDITURES	( 47,399)	( 47,399)	0	( 39,981.70)	( 171,151.18)	0.00	123,752.18	361.09

CITY OF PORT LAVACA  
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)  
 AS OF: JULY 31ST, 2024

503-BEACH OPERATING FUND  
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	230,000	230,000	0	0.00	131,953.65	0.00	98,046.35	57.37
OTHER REVENUE	4,500	4,500	0	339.50	28,407.88	0.00	( 23,907.88)	631.29
GRANT AND CONTRIBUTION R	0	0	0	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL REVENUE	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	234,500	234,500	0	339.50	160,361.53	0.00	74,138.47	68.38
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	0	0	0	0.00	0.00	0.00	0.00	0.00
OPERATIONS	<u>210,294</u>	<u>210,294</u>	<u>0</u>	<u>11,772.29</u>	<u>115,628.72</u>	<u>0.00</u>	<u>94,665.28</u>	<u>54.98</u>
TOTAL EXPENDITURES	210,294	210,294	0	11,772.29	115,628.72	0.00	94,665.28	54.98
REVENUES OVER/ (UNDER) EXPENDITURES	24,206	24,206	0	( 11,432.79)	44,732.81	0.00	( 20,526.81)	184.80

CITY OF PORT LAVACA  
 REVENUE AND EXPENDITURES REPORT (UNAUDITED)  
 AS OF: JULY 31ST, 2024

504-PORT & HARBORS FUND  
 FINANCIAL SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET ADJUSTMENT	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDEGT BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>								
USER & SERVICE CHARGES	672,689	672,689	0	59,379.14	646,743.27	0.00	25,945.73	96.14
FINES & FORFEITURES	500	500	0	0.00	0.00	0.00	500.00	0.00
OTHER REVENUE	35,600	35,600	0	0.00	47,432.96	0.00	( 11,832.96)	133.24
GRANT AND CONTRIBUTION R	1,200,000	1,200,000	0	200,000.00	200,000.00	0.00	1,000,000.00	16.67
INTERGOVERNMENTAL REVENUE	12,215	12,215	0	0.00	0.00	0.00	12,215.00	0.00
<b>TOTAL REVENUES</b>	<b>1,921,004</b>	<b>1,921,004</b>	<b>0</b>	<b>259,379.14</b>	<b>894,176.23</b>	<b>0.00</b>	<b>1,026,827.77</b>	<b>46.55</b>
<u>EXPENDITURE SUMMARY</u>								
TECHNOLOGY SERVICES	1,422	1,422	0	241.88	1,217.40	0.00	204.60	85.61
CITY HARBOR	7,000	7,000	0	0.00	2,583.94	0.00	4,416.06	36.91
HARBOR OF REFUGE	330,000	330,000	0	0.00	294,435.00	19,503.57	16,061.43	95.13
SMITH HARBOR	11,000	11,000	0	0.00	0.00	0.00	11,000.00	0.00
NAUTICAL LANDINGS MARINA	30,000	30,000	0	953.58	6,896.83	0.00	23,103.17	22.99
OPERATIONS	1,804,066	1,804,066	0	16,252.89	369,790.43	0.00	1,434,275.57	20.50
<b>TOTAL EXPENDITURES</b>	<b>2,183,488</b>	<b>2,183,488</b>	<b>0</b>	<b>17,448.35</b>	<b>674,923.60</b>	<b>19,503.57</b>	<b>1,489,060.83</b>	<b>31.80</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>( 262,484)</b>	<b>( 262,484)</b>	<b>0</b>	<b>241,930.79</b>	<b>219,252.63</b>	<b>( 19,503.57)</b>	<b>( 462,233.06)</b>	<b>76.10-</b>

1,445,232.00+

21,866.00+

171,151.00-

44,733.00+

219,253.00+

003

1,559,933.00x

# **COMMUNICATION**

**SUBJECT:** Receive certification of additional sales and use tax to pay debt services

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## **INFORMATION:**

CITY OF PORT LAVACA

CITY COUNCIL MEETING: AUGUST 12, 2024

AGENDA ITEM \_\_\_\_\_

DATE: 8/02/24

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BRITTNEY HOGAN, INTERIM FINANCE DIRECTOR 

SUBJECT: ACCEPT CERTIFICATION OF ADDITIONAL SALES AND USE TAX

**Background:**

In accordance with the State of Texas Property Tax Code, a governing body of a taxing unit that imposes an additional sales and use tax may not adopt the component of the tax rate of the taxing unit described by Tax Code Section 26.05 (a)(1) until the chief financial officer or the auditor for the taxing unit submits to the governing body of the taxing unit a written certification that the amount of additional sales and use tax revenue that will be used to pay debt service has been deducted from the total amount described by Tax Code Section 26.04(e)(3)(C) as required by Subsection (a)(1).

In 1989, the citizens of the City of Port Lavaca voted to adopt an additional Sales and Use Tax of \$0.005 dedicated to Property Tax Relief. The amount of additional Sales and Use Tax collected for Property Tax Relief is provided to the Tax Assessor/Collector and used to reduce the amount of the component of the tax rate when applied to the City of Port Lavaca.

The Certification, as developed by the Texas Comptroller of Public Accounts, is provided to City Council to satisfy the requirements of the Tax Code.

**Recommendation:**

No action required.

# Certification of Additional Sales and Use Tax to Pay Debt Services

THE STATE OF TEXAS,  
County of CALHOUN

Chief Financial Officer or Auditor: BRITTNEY HOGAN

For the taxing unit: CITY OF PORT LAVACA

Hereby certifies that the amount of additional sales and use tax revenue collected to pay debt service has been deducted from the total amount described by Tax Code Section 26.05(e-1), 26.04(e)(3)(C) and 26.05(a)(1).

This certification is submitted to the governing body of CITY OF PORT LAVACA, TX on 8/12/24.

  
Signature of Financial Officer or Auditor

# COMMUNICATION

**SUBJECT:** Conduct Public Hearing for update on properties previously declared substandard on April 08, 2024:

---

## **INFORMATION:**

- a) 617 S. Ann Street
- b) 506 S. Virginia Street
- c) 306 Martin Luther King
- d) 227 Tommy Dr.



# MAYOR AND COUNCIL COMMUNICATION

## CITY COUNCIL MEETING: AUGUST 12, 2024 - REGULAR

**SUBJECT:** Conduct Public Hearing for update on properties previously declared substandard on April 08, 2024:

---

### INFORMATION:

- (a) 617 S. Ann Street
- (b) 506 S, Virginia Street
- (c) 306 Martin Luther King
- (d) 227 Tommy Dr.

# COMMUNICATION

**SUBJECT:** Consider and take action on property previously declared substandard, following Public Hearings held on April 08, 2024 and July 08, 2024. Presenter is Derrick Smith

---

## **INFORMATION:**

- a) 617 S. Ann Street
- b) 506 S. Virginia Street
- c) 306 Martin Luther King
- d) 227 Tommy Dr.

CITY OF PORT LAVACA

COUNCIL MEETING: AUGUST 12, 2024

AGENDA ITEM:

DATE: 8.06.2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: STATUS OF CASES FROM APRIL 8, 2024: SUBSANDARD BUILDINGS

On April 8, 2024, City Council took action to declare each of the 4 properties listed below as substandard and allowed the property owners/heirs 90 days to fix or update. The following is an update for these cases, now 126 days after declaration.

CASE 107

617 S. Ann Street:

Photos taken on 8.09.2024 at 9:30 am

Derrick has been in touch with the landowner. The mobile home does not belong to the landowner and she stated that she did not realize she was responsible for the mobile home on her property, but was going to look into getting it removed, but there has been no change in the condition of this mobile home structure. All public notices have been issued and the owner of the mobile home has not been located. Staff is requesting Council give authorization to proceed with demolition and placing a lien on the property.



617 S. Ann Street continued



**CASE 109**

506 S. Virginia Street:

Photos taken on 8.09.2024 at 9:45 am

Derrick is in communication with the owner. The Owner is planning to restore the structure. He is currently in the process of procuring contractors to replace the roof, siding and windows, with plans to begin the renovations in the Fall of 2024. Staff is recommending to allow 6 months to execute a written renovation agreement and obtain a building permit for the renovation.



CITY OF PORT LAVACA

**CASE 110**

306 W. Martin Luther King:  
Photos taken on 8.09.2024 at 9:40 am

Derrick is in communication with the property owner. The Owner has secured new siding and some building materials and is planning to replace some of the siding and make other improvements to the structure. The property is being mowed and there has been some work done on the building since the substandard declaration on April 8. Staff recommends Council allow 6 months to obtain a building permit and complete improvements to the building structure such that it is no longer substandard.



**CASE 111**

227 Tommy Drive:

Photos taken on 8.9.2024 at 9:50 am

There have been no improvements made to this property since the April 8 declaration, nor since April 2022, which the property was first noticed by Code Enforcement. Despite numerous efforts to locate and communicate with heirs to this property, Derrick has had no communication. All required notices have been made and staff is requesting Council authorization to proceed with demolition and placing a lien on the property.



# COMMUNICATION

**SUBJECT:** Conduct Public Hearing in accordance with the City of Port Lavaca Code of Ordinances, Chapter 12 Buildings and Building Regulations, Article IV - Substandard Buildings, Section 12-291 - Notice (a) and (b), for the following properties listed:

---

## **INFORMATION:**

- a) 116 Cheeves Ave.
- b) 225 Cheeves Ave.
- c) 227 Cheeves Ave.
- d) 505 Bonorden Street
- e) 515 N. Nueces Street
- f) 502 N Benavides Street

# MAYOR AND COUNCIL COMMUNICATION

## CITY COUNCIL MEETING: AUGUST 12, 2024 - REGULAR

**SUBJECT:** Conduct Public Hearing in accordance with the City of Port Lavaca Code of Ordinances, Chapter 12 Buildings and Building Regulations, Article IV - Substandard Buildings, Section 12-291 - Notice (a) and (b), for the following properties listed:

---

### INFORMATION:

- (a) 116 Cheeves Ave
- (b) 225 Cheeves Ave
- (c) 227 Cheeves Ave
- (d) 505 Bonorden Street
- (e) 515 N. Nueces Street
- (f) 502 N. Benavides Street



# COMMUNICATION

**SUBJECT:** Consider and take action to declare property to be substandard and required action following declaration, following a Public Hearing held on July 08, 2024. Presenter is Derrick Smith

---

## **INFORMATION:**

- a) 116 Cheeves Ave.
- b) 225 Cheeves Ave.
- c) 227 Cheeves Ave.
- d) 505 Bonorden Street
- e) 515 N. Nueces Street
- f) 502 N Benavides Street

116 Cheeves Ave. (District 4)  
Mobile Home

Staff is recommending Council declare this property substandard and allow the property owner ninety (90) days to work with Development Services to arrive at a written renovation plan and if no such plan is executed, then Council authorizes staff to proceed with demolition.



Inspection Checklist				
Date: <u>7/2/24</u>			Inspector:	
Location: <u>116 Cheeves</u>				
Exterior Checklist				
	Yes	No	Condition/ Type	Code Reference
Roof properly maintained		X	rotten and unkempt	
Walls, partitions or other vertical supports split, lean, list or buckle due to defective material, deterioration, or improper construction.	X		leaning wall	
Fireplaces or chimneys properly maintained		NA		
Unsecure building: vacant and open.	X		Door open	
Lack of required rails, stairs, steps and/or balconies	X		porch falling apart	
Lack of or improper exterior wall coverings		X		
Hazardous wiring		X		
Hazardous plumbing		X		
Hazardous mechanical equipment		X		
Sanitation:		X	mold insects dust	
Lack of or improper connection to required sewage disposal		X	undetermined	
Lack of improper garbage and rubbish storage		X	undetermined	
Standing or stagnant water		X		
Infestation of insects rodents or vermin	X		Excessive bug problem	
Dead trees, tree limbs, holes, excavations or other conditions reasonably capable of causing injury to a person.	X		back yard resembles dense jungle	

This inspection was completed in accordance with Sec. 12-287 of the City of Port Lavaca Code of Ordinances.  
**State Law reference—** Authority to condemn dangerous buildings, V.T.C.A., Local Government Code § 342.012(b).

225 and 227 Cheeves (District 6)

**The property owner provided a written statement on 7.3.24 that he would have both mobile homes removed from the property by December 31, 2024.**



**Inspection Checklist**

Date: 7/2/24

Inspector:

Location: 225 + 227 Cheever

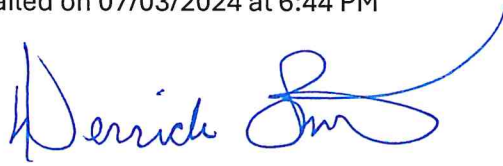
**Exterior Checklist**

	Yes	No	Condition/ Type	Code Reference
Roof properly maintained		X	worn out	
Walls, partitions or other vertical supports split, lean, list or buckle due to defective material, deterioration, or improper construction.	X		Wall supports broken on inside	
Fireplaces or chimneys properly maintained		NA	NA	
Unsecure building: vacant and open.	X		Open or broken windows open door	
Lack of required rails, stairs, steps and/or balconies	X		Steps missing or rotten on Several Entrances	
Lack of or improper exterior wall coverings	X		wall coverings flimsy or unsecured	
Hazardous wiring	X		exposed wiring	
Hazardous plumbing	X		plumbing exposed	
Hazardous mechanical equipment	X		various problems	
Sanitation:		X	dirty and moldy	
Lack of or improper connection to required sewage disposal	X		No connection	
Lack of improper garbage and rubbish storage	X	X		
Standing or stagnant water		X		
Infestation of insects rodents or vermin	X		unsecured home	
Dead trees, tree limbs, holes, excavations or other conditions reasonably capable of causing injury to a person.		X		

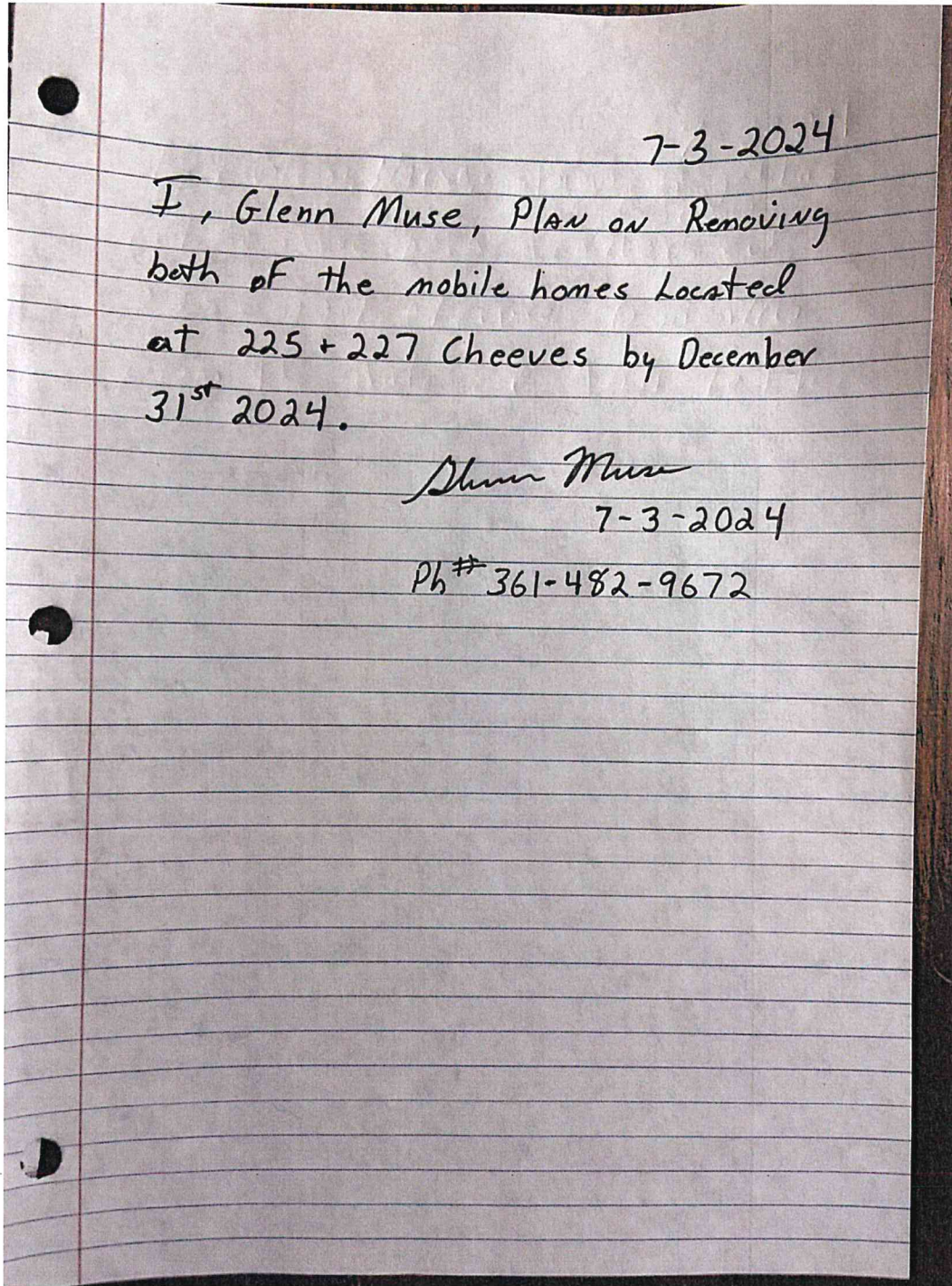
This inspection was completed in accordance with Sec. 12-287 of the City of Port Lavaca Code of Ordinances.

State Law reference— Authority to condemn dangerous buildings, V.T.C.A., Local Government Code § 342.012(b).

Emailed on 07/03/2024 at 6:44 PM



Derrick Smith



7-3-2024

F, Glenn Muse, Plan on Removing  
both of the mobile homes located  
at 225 + 227 Cheeves by December  
31<sup>st</sup> 2024.

Glenn Muse

7-3-2024

Ph # 361-482-9672

505 Bonorden Street (District 4)  
Photo taken 8.9.24 at 2:40 pm

Staff is recommending Council declare this property substandard and allow the property owner ninety (90) days to work with Development Services to arrive at a written renovation plan and if no such plan is executed, then Council authorizes staff to proceed with demolition.



Inspection Checklist				
Date: <u>7/2/24</u>			Inspector:	
Location: <u>505 Borden</u>				
Exterior Checklist				
	Yes	No	Condition/ Type	Code Reference
Roof properly maintained		X	turn shingles roof bowing	
Walls, partitions or other vertical supports split, lean, list or buckle due to defective material, deterioration, or improper construction.		X		
Fireplaces or chimneys properly maintained	X		No chimney	
Unsecure building: vacant and open.	X		Missing lower half of <sup>front</sup> <sub>road</sub>	
Lack of required rails, stairs, steps and/or balconies		X		
Lack of or improper exterior wall coverings	X		whole back lower half of wall gone	
Hazardous wiring	X		wires to electrical box cut left behind	
Hazardous plumbing	X		plumbing broken	
Hazardous mechanical equipment	<del>X</del>		yes and no <sup>AO</sup> more likely just none	
Sanitation:		X	trash and debris	
Lack of or improper connection to required sewage disposal	X		Sewer line broken	
Lack of improper garbage and rubbish storage		X		
Standing or stagnant water		X		
Infestation of insects rodents or vermin	X		whole house exposed	
Dead trees, tree limbs, holes, excavations or other conditions reasonably capable of causing injury to a person.		X		

This inspection was completed in accordance with Sec. 12-287 of the City of Port Lavaca Code of Ordinances.  
**State Law reference**— Authority to condemn dangerous buildings, V.T.C.A., Local Government Code § 342.012(b).



515 N. Nueces Street (District 3)

Photo taken 8.9.24 at 2:50 pm

The property Owner has been in contact with both Code Enforcement and the City Manager’s office. Staff is recommending Council declare this property substandard and allow the property owner ninety (90) days to work with Development Services to arrive at a written renovation plan and if no such plan is executed, then Council authorizes staff to proceed with demolition.



Inspection Checklist				
Date: <u>7/2/24</u>			Inspector:	
Location: <u>515 N Nueces</u>				
Exterior Checklist				
	Yes	No	Condition/ Type	Code Reference
Roof properly maintained		X	too much weight roof bowing and caving	
Walls, partitions or other vertical supports split, lean, list or buckle due to defective material, deterioration, or improper construction.	X		entire house is sinking into ground	
Fireplaces or chimneys properly maintained		X	No chimney	
Unsecure building: vacant and open.	X		back door open windows broken	
Lack of required rails, stairs, steps and/or balconies		X	deck solid only one step	
Lack of or improper exterior wall coverings		X		
Hazardous wiring		X		
Hazardous plumbing		X		
Hazardous mechanical equipment		X		
Sanitation:		X	windows left broken	
Lack of or improper connection to required sewage disposal		X		
Lack of improper garbage and rubbish storage	X		no trash receptacle	
Standing or stagnant water		^		
Infestation of insects rodents or vermin	X		House open to elements	
Dead trees, tree limbs, holes, excavations or other conditions reasonably capable of causing injury to a person.		X		

This inspection was completed in accordance with Sec. 12-287 of the City of Port Lavaca Code of Ordinances.  
**State Law reference**— Authority to condemn dangerous buildings, V.T.C.A., Local Government Code § 342.012(b).

502 N. Benavides Street (District 3)  
Photo taken 8.9.24 at 2:45 pm

The property Owner has been in contact with Code Enforcement and has stated their intention ot renovate the property. Staff is recommending Council declare this property substandard and allow the property owner ninety (90) days to work with Development Services to arrive at a written renovation plan and if no such plan is executed, then Council authorizes staff to proceed with demolition.



**Inspection Checklist**

Date: 7/2/24

Inspector: RJA

Location: 502N Benavides

**Exterior Checklist**

	Yes	No	Condition/ Type	Code Reference
Roof properly maintained		X	Shingles torn or missing plywood rotting	
Walls, partitions or other vertical supports split, lean, list or buckle due to defective material, deterioration, or improper construction.	X		walls in disrepair or missing outside panels	
Fireplaces or chimneys properly maintained	X		No chimney	
Unsecure building: vacant and open.	X		portions of wall missing	
Lack of required rails, stairs, steps and/or balconies	X		stairs to deck and deck missing or rotten	
Lack of or improper exterior wall coverings	X		wall pieces missing	
Hazardous wiring	X		exposed wiring everywhere	
Hazardous plumbing	X		various pipes exposed	
Hazardous mechanical equipment	X		Electrical boxes hanging off wall	
Sanitation:		X	building is very rotten	
Lack of or improper connection to required sewage disposal		X		
Lack of improper garbage and rubbish storage	X		No trash receptacle	
Standing or stagnant water		X		
Infestation of insects rodents or vermin	X		building open to elements	
Dead trees, tree limbs, holes, excavations or other conditions reasonably capable of causing injury to a person.		X		

This inspection was completed in accordance with Sec. 12-287 of the City of Port Lavaca Code of Ordinances.

State Law reference— Authority to condemn dangerous buildings, V.T.C.A., Local Government Code § 342.012(b).

# COMMUNICATION

**SUBJECT:** Receive updated report from the Victoria Economic Development Corporation (VEDC). Presenter is Jonas Titus

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## INFORMATION:



## **COMMUNICATION**

**SUBJECT:** Consider request of Our Lady of the Gulf Catholic Church (OLGULF) Altar Society, for closure of Benavides Street between Leona and Austin Streets for their annual fund-raising Thanksgiving Meal Drive-Thru on Sunday, November 03, 2024 from 9:00 a.m. to 2:00 p.m. Presenter is Anne Marie Odefey

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## **INFORMATION:**

**OUR LADY OF THE GULF CATHOLIC CHURCH  
415 W. AUSTIN STREET  
PORT LAVACA, TX 77979**

TEL: 361-552-6140 FAX: 361-552-4300

WEBSITE: [WWW.OLGULF.ORG](http://WWW.OLGULF.ORG) EMAIL: [OLG@OLGULF.ORG](mailto:OLG@OLGULF.ORG)

Date: July 29, 2024

Dear Port Lavaca City Council,

Our Lady of the Gulf Altar Society will hold its annual Turkey Dinner and Raffle Fundraiser on **Sunday, November 3, 2024** at St. Jude Hall, 300 W Austin Street. We are requesting closure of Benavides Street between Leona and Austin streets from 9:00 am to 2:00 pm in order to allow for drive through pick up of the meal.

We appreciate your consideration of this request and your support of our Church activities.

Should you have any questions, you may call the parish office at 361-552-6140 ext. 3 or myself at 361-935-3379.

Sincerely,  
Linda Meyer  
Chairperson



# COMMUNICATION

**SUBJECT:** Consider Memo of Understanding (MOU) between the City of Port Lavaca and County of Calhoun for Combined Dispatch. Presenter is Jody Weaver

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## INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: AUGUST 12, 2024

DATE: 08.06.2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: INTERLOCAL AGREEMENT WITH CALHOUN COUNTY REGARDING COMBINED DISPATCH

On July 10, 2023, the City Council adopted a resolution to negotiate in good faith and enter into an Interlocal Agreement with Calhoun County to participate in a combined Calhoun County Dispatch Center.

Attached please find a copy of the proposed Interlocal Agreement regarding this Combined Dispatch Center. In the Agreement, the City commits to pay to the County the sum of the total salary for 4 (four) dispatchers per the County’s adopted salary schedule and the County commits to hiring the existing 4 (four) City dispatchers or give them the first right of refusal for hire.

The City is guaranteed (2) two positions on the governing board of the Dispatch Advisory Board to reflect Police and Fire.

The Combined Dispatch shall provide after hours dispatch of non-emergency calls in the City for sewer, water, animal control and Police Administrative callouts.

The agreement expires on December 31, 2025 and provides for three (3) annual renewals as written.

The monetary commitment for 2025 (due on January 1) will be 4 x \$75,000 = \$300,000. This is the same dollar amount that was proposed in early discussions with the County regarding a Combined Dispatch Center.

Commissioner David Hall and Judge Richard Meyer will be in attendance at the Council meeting to help answer any questions.

GENERAL INTERLOCAL AGREEMENT

THE STATE OF TEXAS  
COUNTY OF CALHOUN

This INTERLOCAL AGREEMENT (the “Agreement”) is made pursuant to chapter 791 of the Texas Government Code (The Interlocal Cooperation Act) and is entered into by and between **CALHOUN COUNTY** (“County”), acting by and through its governing body, the Calhoun County Commissioners Court, and the **CITY OF PORT LAVACA**, Texas (“City”), acting by and through its governing body, the Port Lavaca City Council.

WITNESSETH

In consideration of the mutual covenants and agreements set forth in this Contract, and other good and valuable consideration stated herein below, County and City hereby mutually agree as follows:

ARTICLE I.  
PURPOSE

It is the purpose of this contract to improve and encourage the efficiency and effectiveness of the County and the City by authorizing the fullest range of intergovernmental cooperation.

Specifically, the County is hereby contracting and agreeing with the City to perform certain governmental functions and services. These governmental functions and services include the dispatch of emergency services within the city limits of Port Lavaca, Texas; providing radio communications between the officers, the emergency dispatch, the City and other local law enforcement and emergency personnel. This agreement is only for the county wide combined emergency dispatch services. The City agrees to reimburse the County for expenses incurred by the County in performance of this Agreement as detailed below. This reimbursement shall be monetary or in-kind services between the City and the

County. The County must have prior written approval for in-kind reimbursement from the City.

ARTICLE II.  
AUTHORITY

This Contract is entered into by the parties hereto, pursuant to the Texas Interlocal Cooperation Act, Section 791.002 of the Texas Government Code. The authority for the legislation is set out in said Interlocal Cooperation Act.

This Contract shall be governed by and subject to the laws of the State of Texas and, specifically, any of the terms and conditions of this Contract are subject to and shall be construed in accordance with the construction of the Texas Interlocal Cooperation Act recited hereinabove.

ARTICLE III.  
CONSIDERATION

In consideration for the County providing the governmental functions and services as set out hereinabove, the City hereby agrees to pay the County the sum of a total amount of the salary and benefits for 4 (four) dispatchers for the year per the adopted salary schedule for the Calhoun County Emergency Communication Division of Calhoun County, Texas. This yearly sum is due on the anniversary date of the execution of this Contract.

ARTICLE IV.  
TERMS AND CONDITIONS

Unless mutually initiated, cancelled, or terminated earlier, with thirty (30) days written notice, the first payment and this Agreement shall commence on January 1, 2025. This Agreement shall expire at midnight on December 31, 2025. This contract may be extended for three (3) annual renewals with the renewal fees and payments for each successive year.

The City will comply with the policies and procedures for the use of the County's emergency dispatch system, as set forth in the policies and procedures adopted by the Calhoun County Emergency Communication Division (attached as Exhibit A).

The City shall be entitled to use the County's radio communication frequencies as a sub-licensee and shall be permitted to transmit and receive official law enforcement voice and data communications.

The County shall make available to the City, access to the County's radio communication frequencies and shall assist the City in programming the City's communication equipment so that it is capable of transmitting and receiving on the County's radio frequencies. The County shall not be responsible for acquisition, installation, programming or maintaining the City's equipment.

The Calhoun County Emergency Communication Division shall provide for afterhours dispatch of non-emergency calls in the City i.e. Sewer, Water, Animal Control, and Police Admin callouts. The City shall keep these callout schedules and numbers up to date.

As long as this agreement is in full force and effect, the City is guaranteed (2) two positions on the governing board of the Dispatch Advisory Board.

Each party paying for the performance of governmental functions or services must make those payments from current revenues.

ARTICLE V.  
SEVERABILITY

If any provision of the Contract is held invalid, such invalidity shall not affect other provisions or applications of the Contract which can be given effect without the invalid provision or application, and to that end, the provisions of this Contract are declared to be severable.

ARTICLE VI.  
TERMINATION



The parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement. The commitment by the County to hire the existing (4) four City dispatchers or give them the first right of refusal for hire, stands and will be honored by the County for the initial execution of this agreement.

ARTICLE IX.  
VENUE

Exclusive venue for any action arising out of or related to this Agreement shall be in Calhoun County, Texas.

ARTICLE X.  
MISCELLANEOUS PROVISIONS

This instrument constitutes the entire Agreement between the County and the City relating to the rights and obligations assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties. This Agreement may be executed in duplicate counterparts, each having equal force and effect of an original. This Agreement shall become binding and effective only after it has been authorized and approved by both parties, as evidenced by the signature of the appropriate authority, pursuant to an order of the Commissioners Court of the County and the council of the City authorizing such execution.

This Agreement supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

No amendment, modifications, or alteration of the terms of this Contract shall be binding unless it is in writing, dated subsequent to the date of this Contract, and duly executed by the parties to this Contract.

If, as a result of a breach of this Contract by either party, the other party employs an attorney or attorneys to enforce his rights under this Contract, then the defaulting party agrees to pay the other parties' reasonable attorney's fees and costs incurred to enforce this Contract.

This Contract shall be binding upon and inure to the benefits of the parties hereto, their respective heirs, executors, administrators, legal representatives, successors and assigns.

SIGNATURE PAGE TO FOLLOW



EXECUTED IN DUPLICATE ORIGINALS, retained by each party hereto.

Effective the \_\_\_\_ day of \_\_\_\_\_, 2024.

CALHOUN COUNTY, TEXAS

CITY OF PORT LAVACA, TEXAS

By: \_\_\_\_\_  
Richard H. Meyer, County Judge

By: \_\_\_\_\_  
Jack Whitlow, Mayor

ATTEST:

By: \_\_\_\_\_  
David Hall, Commissioner, Precinct 1

By: \_\_\_\_\_  
Anne Marie Odefey., City Attorney

By: \_\_\_\_\_  
Vern Lyssy, Commissioner, Precinct 2

By: \_\_\_\_\_  
Joel Behrens, Commissioner, Precinct 3

By: \_\_\_\_\_  
Gary Reese, Commissioner, Precinct 4

ATTEST:

By: \_\_\_\_\_  
Anna Goodman, County Clerk,  
Calhoun County, Texas

## **COMMUNICATION**

**SUBJECT:** Consider Resolution No. R-081224-1 of the City Council of Port Lavaca, Texas, authorizing the submission of a Community Development Block Grant – Mitigation-Resilient Communities Program Project Application to the General Land Office; and authorizing the Mayor to act as the City’s Executive Officer and Authorized Representative in all matters pertaining to the City’s participation in the Community Development & Revitalization Program. Presenter is Jody Weaver

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## **INFORMATION:**

CITY OF PORT LAVACA

COUNCIL MEETING: AUGUST 12, 2024

AGENDA ITEM:

DATE: 8.06.2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: CDBG-MIT Resilient Communities Program Grant Application

**Background:**

The Texas General Land Office (GLO) is offering a significant opportunity through its Resilient Communities Program (RCP). We are requesting Council authorization to submit a grant application for \$300,000 to develop a new comprehensive plan (integrating the one completed in 2016) as follows: The grant writing services will be provided by Langford Community Management Services, Inc. through the Clean Coast Texas Program.

Key details of the program include:

- \$100 Million in Community Development funds available (no deadline to apply, however, only available until funds are depleted)
- Up to \$300,000 per city application
- No match required from applicants

As discussed at a recent Workshop regarding a proposed drainage water quality ordinance, we are proposing to work with the Clean Coast Texas Program and apply for the full \$300,000 to develop a comprehensive, forward-looking resilience plan.

This new plan would:

1. **Integrate our existing 2016 Comprehensive Plan** and the hazard mitigation plan we recently worked with the County to develop, as well as the Downtown Waterfront Master Plan.
2. Identify local risks and impacts of changing climate conditions
3. Forecast future growth and land use

Using advanced tools, existing community data, and active public participation, the plan will outline strategies to mitigate identified risks and enhance overall resilience.

The plan must include these five key components:

1. **Population Study: (20-year projections)** Addressing current and projected future issues with a resilience focus
2. **Housing Study:** (10-year projections) Refreshing existing reports and forecasting future housing demand
3. **Land Use Study/Plan:** Analyzing current use and future projections to prepare for community needs and risks
4. **Infrastructure Study / Capital Improvement Plan:** Analyzing community assets and recommending projects to increase resilience
5. **Zoning Ordinance Review: Recommending revisions or new ordinances to address identified needs and risks**

Each component will benefit from GIS mapping to illustrate current conditions, project future scenarios, and identify areas of opportunity or concern.

Attached is a Resolution authorizing the submission of a CDBG-Mitigation-Resilient Communities Program Project Application to GLO and authorizing the Mayor as the Chief Executive Officer and Authorized Representative to act in all matters in connection with the application and participation in the program.

**Recommendation:**

Approve the Resolution and authorize Mayor to sign all forms required for the submission of the application.

Application for Federal Assistance SF-424

\* 1. Type of Submission:

- Preapplication
- Application
- Changed/Corrected Application

\* 2. Type of Application:

- New
- Continuation
- Revision

\* If Revision, select appropriate letter(s):

[Empty field]

\* Other (Specify):

[Empty field]

\* 3. Date Received:

[Redacted]

4. Applicant Identifier:

[Empty field]

5a. Federal Entity Identifier:

[Empty field]

5b. Federal Award Identifier:

[Empty field]

State Use Only:

6. Date Received by State:

[Empty field]

7. State Application Identifier:

[Empty field]

8. APPLICANT INFORMATION:

\* a. Legal Name:

City of Port Lavaca

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

[Redacted]

\* c. UEI:

CH61XFADMHV7

d. Address:

\* Street1:

202 North Virginia

Street2:

[Empty field]

\* City:

Port Lavaca

County/Parish:

[Empty field]

\* State:

TX: Texas

Province:

[Empty field]

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

77979

e. Organizational Unit:

Department Name:

[Empty field]

Division Name:

[Empty field]

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

[Empty field]

\* First Name:

Jerri

Middle Name:

[Empty field]

\* Last Name:

Conrado

Suffix:

[Empty field]

Title:

Grant Administrator

Organizational Affiliation:

[Empty field]

\* Telephone Number:

512-452-0432

Fax Number:

[Empty field]

\* Email:

jerri@lcsinc.com

<b>Application for Federal Assistance SF-424</b>			
<b>* 9. Type of Applicant 1: Select Applicant Type:</b>			
<input type="text" value="C: City or Township Government"/>			
Type of Applicant 2: Select Applicant Type:			
<input type="text"/>			
Type of Applicant 3: Select Applicant Type:			
<input type="text"/>			
* Other (specify):			
<input type="text"/>			
<b>* 10. Name of Federal Agency:</b>			
<input type="text" value="US Department of Housing and Urban Development"/>			
<b>11. Catalog of Federal Domestic Assistance Number:</b>			
<input type="text"/>			
CFDA Title:			
<input type="text"/>			
<b>* 12. Funding Opportunity Number:</b>			
<input type="text" value="84 FR 45838"/>			
* Title:			
<input type="text" value="Community Development Block Grant Disaster Recovery-Mitigation (CDBG-MIT), Resilient Communities Program"/>			
<b>13. Competition Identification Number:</b>			
<input type="text"/>			
Title:			
<input type="text"/>			
<b>14. Areas Affected by Project (Cities, Counties, States, etc.):</b>			
<input type="text"/>	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/>	<input type="button" value="View Attachment"/>
<b>* 15. Descriptive Title of Applicant's Project:</b>			
<input type="text" value="Comprehensive Plan"/>			
Attach supporting documents as specified in agency instructions.			
<input type="button" value="Add Attachments"/>	<input type="button" value="Delete Attachments"/>	<input type="button" value="View Attachments"/>	

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant  \* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date:  \* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="300,000.00"/>
* b. Applicant	<input type="text" value=""/>
* c. State	<input type="text" value=""/>
* d. Local	<input type="text" value=""/>
* e. Other	<input type="text" value=""/>
* f. Program Income	<input type="text" value=""/>
* g. TOTAL	<input type="text" value="300,000.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on .

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  \* Date Signed:



**Texas General Land Office  
Community Development and Revitalization Division  
Mitigation – Local Certifications**

Each Applicant for Community Development Block Grant Mitigation ("CDBG-MIT") funding must complete Federal Assistance Standard Form 424 (SF-424) and certify that local certifications included in this application guide were followed in the preparation of any CDBG-MIT program application. Additionally, Applicant must certify that it will continue to follow local certifications in the event that funding is awarded and Applicant is reclassified as a Subrecipient.

Each Applicant/Subrecipient must comply with the provisions of the National Environmental Policy Act ("NEPA"), the Council on Environmental Quality ("CEQ") regulations, the requirements set forth in Title 24 of the Code of Federal Regulations ("CFR") part 58, and applicable Texas General Land Office policy directives.

Each Applicant/Subrecipient must comply with all applicable federal and state laws, including environmental, labor (Davis-Bacon Act), the procurement procedures and contract requirements found at 2 C.F.R. §200.318 – §200.326, and all civil rights requirements.

Each Applicant/Subrecipient certifies, as outlined in 84 FR 45838 (August 30,2019), the following:

- A. The Applicant/Subrecipient certifies that it has in effect and if following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with CDBG-MIT funds.
- B. The Applicant/Subrecipient certifies its compliance with restrictions on lobbying as required by 24 C.F.R. part 87, together with disclosure forms, if required by part 87.
- C. Any entity or entities designated by the subrecipient, and any contractor, subrecipient, or designated public agency carrying out an activity with CDBG-MIT funds, possess(es) the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and the federal register notice. The subrecipient certifies that activities to be undertaken with CDBG-MIT funds are consistent with the Action Plan.
- D. The Applicant/Subrecipient certifies that it will comply with the acquisition and relocation requirements of the Uniform Relocation Act ("URA"), as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for CDBG-MIT funds.
- E. The Applicant/Subrecipient certifies that it will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) and implementing regulations at 24 C.F.R. part 135.



F. The Applicant/Subrecipient certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR §91.115 or §91.105 (except as provided for in notices providing waivers and alternative requirements for this grant). Also, each local government receiving assistance from a state grantee must follow a detailed citizen participation plan that satisfies the requirements of 24 CFR §570.486 (except as provided for in notices providing waivers and alternative requirements for this grant).

G. The Applicant/Subrecipient certifies that it is complying with each of the following criteria:

1) Funds will be used solely for necessary expenses related to mitigation activities, as applicable, in the most impacted and distressed areas for which the President declared a major disaster in 2015, 2016, or 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. §5121 et seq.).

2) With respect to activities expected to be assisted with CDBG-MIT funds, the relevant action plan has been developed to give priority to activities that will benefit low- and moderate-income families.

3) The aggregate use of CDBG-MIT funds shall principally benefit low- and moderate-income families in a manner that ensures that at least 50 percent (or another percentage permitted by HUD in a waiver published in an applicable Federal Register notice) of the CDBG-MIT grant amount is expended for activities that benefit such persons.

4) The Applicant/Subrecipient will not attempt to recover any capital costs of public improvements assisted with CDBG-MIT funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

i. CDBG-MIT funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or

ii. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a).

H. The Applicant/Subrecipient certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d), the Fair Housing Act (42 U.S.C. §3601-§3619), and implementing regulations, and that it will affirmatively further fair housing.

I. The Applicant/Subrecipient certifies that it has adopted and is enforcing the following policies, and, in addition, must certify that they will require local governments that receive grant funds to certify that they have adopted and are enforcing:

1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations;

2) A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

J. The Applicant/Subrecipient certifies that it (and any administering entity) currently has or will develop and maintain the capacity to carry out mitigation activities, as applicable, in a timely manner and that the subrecipient has reviewed the respective requirements of this notice.

K. The Applicant/Subrecipient certifies that it will not use CDBG-MIT funds for any activity in an area identified as flood prone for land use or hazard mitigation planning purposes by the state, local, or tribal government or delineated as a Special Flood Hazard Area (or 100-year floodplain) in FEMA’s most current flood advisory maps, unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain, in accordance with Executive Order 11988 and 24 C.F.R. part 55. The relevant data source for this provision is the state, local, and tribal government land use regulations and hazard mitigation plans and the latest-issued FEMA data or guidance, which includes advisory data (such as Advisory Base Flood Elevations) or preliminary and final Flood Insurance Rate Maps.

L. The Applicant/Subrecipient certifies that its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, I, K, and R.

M. The Applicant/Subrecipient certifies that it will comply with environmental requirements at 24 CFR part 58.

N. The Applicant/Subrecipient certifies that it will comply with applicable laws.

**WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. §287; 18 U.S.C. §1001, AND 31 U.S.C. § 3729.**

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document knowing the writing or document to contain materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, §1001.

\_\_\_\_\_  
*Printed Name of Authorized Signatory*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of Authorized Signatory*



CITY OF  
**PORT LAVACA**

202 N. Virginia, Port Lavaca, Texas 77979 [www.portlavaca.org](http://www.portlavaca.org)  
Main Number: (361)-552-9793 Ext. 222 Main Facsimile: (361)-552-6062



Section VIII. Item #8.

August 12, 2024

To Whom It May Concern at the  
Resilient Communities Program of the  
Texas General Land Office:

According to the State of Texas, the City of Port Lavaca's "General Powers of Municipalities," grants municipalities the authority to "adopt, publish, amend, or repeal an ordinance, rule or police regulation that:

1. Is for the good government, peace, or order of the municipality or for the trade and commerce of the municipality; and
2. Is necessary or proper to carry out a power granted by law to the municipality or to an office or department of the municipality."

Chapter 211 of the Texas Local government code, "Municipal Zoning Authority" grants authority to municipalities such that

(a) The governing body of a municipality may regulate:

1. the height, number of stories, and size of buildings and other structures;
2. the percentage of a lot that may be occupied;
3. the size of yards, courts, and other open spaces;
4. population density;
5. the location and use of buildings, other structures, and land for business, industrial, residential, or other purposes. And
6. the pumping, extraction, and use of groundwater by persons other than retail public utilities, as defined by Section 13.002, Water Code, for the purpose of preventing the use or contact with groundwater that presents an actual or potential threat to human health.

(b) In the case of designated places and areas of historical, cultural, or architectural importance and significance, the governing body of a municipality may regulate the construction, reconstruction, alteration, or razing of buildings and other structures.

(c) The governing body of a home-rule municipality may also regulate the bulk of buildings.

Thank you,

Jack Whitlow  
Mayor of Port Lavaca



U.S. Department of Housing and Urban Development  
451 Seventh Street, SW  
Washington, DC 20410  
www.hud.gov  
espanol.hud.gov

**Environmental Review  
for Activity/Project that is Exempt or  
Categorically Excluded Not Subject to Section 58.5  
Pursuant to 24 CFR Part 58.34(a) and 58.35(b)**

**Project Information**

**Project Name: City of Port Lavaca, TX Comprehensive Plan**

**Responsible Entity: City of Port Lavaca, 202 North Virginia, Port Lavaca, TX 77979**

**Grant Recipient (if different than Responsible Entity):**

**State/Local Identifier: UEI# CH61XFADMHV7 FIPS# 48-057**

**Preparer: Langford Community Management Services, Inc. (LCMS)  
9017 W. Hwy. 29, Suite 206  
Liberty Hill, TX 78642  
(512)452-0432  
Jerri@lcmsinc.com**

**Certifying Officer Name and Title: Jack Whitlow, Mayor**

**Grant Recipient (if different than Responsible Entity):**

**Consultant (if applicable): Langford Community Management Services, Inc. (LCMS)  
9017 W. Hwy. 29, Suite 206  
Liberty Hill, TX 78642  
(512)452-0432  
Jerri@lcmsinc.com**

**Project Location: City of Port Lavaca (City-Wide)**

**Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:  
The creation of a Comprehensive Plan for the City of Port Lavaca, TX**

**Level of Environmental Review Determination:**

- Activity/Project is Exempt per 24 CFR §58.34(a): (3) and (8), Administrative and management activities, environmental and Engineering or design costs.

Project Name

Project Locality and State

HEROS Number

Activity/Project is Categorically Excluded Not Subject To §58.35 per 24 CFR 58.35 (b):

**Funding Information**

Grant Number	HUD Program	Funding Amount
B-18-PP-48-0002	CDGB – MIT	\$300,000.00

Estimated Total HUD Funded Amount: \$300,000.00

This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable): N/A

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$300,000.00

**Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities**

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations
<b>STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6</b>		
Airport Runway Clear Zones and Accident Potential Zones  24 CFR Part 51 Subpart D	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	Calhoun Co. Airport is located 3 miles NW of Port Lavaca. This is an application for a Comprehensive Plan. There are no military airfields within a 30-mile radius. There will be no adverse effects from airport hazards. Attachment 1: Airnav List
Coastal Barrier Resources  Coastal Barrier Resources Act, as amended by the Coastal Barrier	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	The City of Port Lavaca, TX is approximately 20.4 miles from the closest CBR unit. There will be no adverse effect on the coastal barrier unit. Attachment 2: CBRS Mapper

Project Name

Project Locality and State

HEROS Number

Improvement Act of 1990 [16 USC 3501]		
<b>Flood Insurance</b>  Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes    No <input type="checkbox"/> <input checked="" type="checkbox"/>	The City of Port Lacaca participates in the FEMA National Flood Program. The city currently is located within the Zone AE/X and is an area 0.2% flood hazard risk. Attachment 3: FEMA Flood Insurance Program list & NFHL Map.

**Mitigation Measures and Conditions [40 CFR 1505.2(c)]**

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
None	None

Preparer Signature: Jerri Conrado Date: \_\_\_\_\_

Name/Title/Organization: Jerri Conrado, Community Engagement Manager,  
Langford Community Management Services


Responsible Entity Agency Official Signature:

\_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: Jack Whitlow, Mayor

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

Attachment 1

GOING TO PORT LAVACA?	
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**FAA INFORMATION EFFECTIVE 11 JULY 2024**

**Location**

FAA Identifier: PKV  
 Lat Long: 28-39-11.9000N 096-40-57.8000W  
 28-39.198333N 096-40.963333W  
 28.6533056,-96.6827222  
 (estimated)  
 Elevation: 32 ft. / 9.8 m (surveyed)  
 Variation: 05E (2000)  
 From city: 3 miles NW of PORT LAVACA, TX  
 Time zone: UTC -5 (UTC -6 during Standard Time)  
 Zip code: 77979

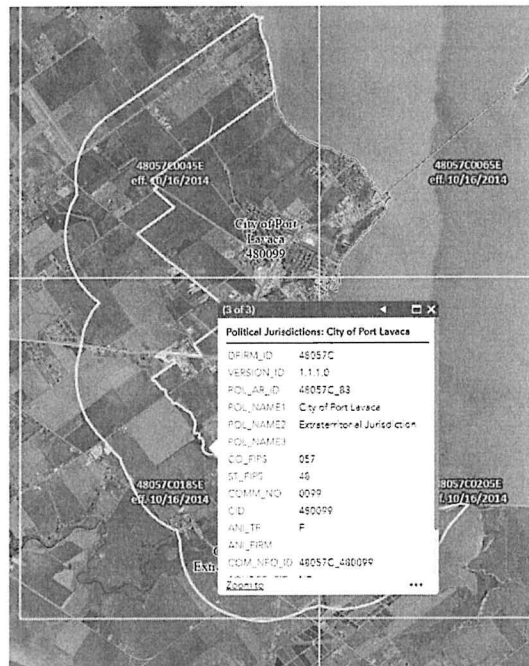
**Airport Operations**

Airport use: Open to the public  
 Control tower: no  
 ARTCC: HOUSTON CENTER  
 FSS: MONTGOMERY COUNTY FLIGHT SERVICE STATION  
 NOTAMs facility: PKV (NOTAM-D service available)  
 Attendance: 0800-1700  
 Wind indicator: lighted  
 Segmented circle: yes  
 Lights: ACTVT MRL RWY 14-32 - CTAF.  
 Beacon: white-green (lighted land airport)  
 Obstruction light: no

Attachment 2



Attachment 3



RESOLUTION NO. R-081224-1

A RESOLUTION OF THE CITY COUNCIL OF PORT LAVACA, TEXAS, AUTHORIZING THE SUBMISSION OF A COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION-RESILIENT COMMUNITIES PROGRAM PROJECT APPLICATION TO THE GENERAL LAND OFFICE; AND AUTHORIZING THE MAYOR TO ACT AS THE CITY’S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY’S PARTICIPATION IN THE COMMUNITY DEVELOPMENT & REVITALIZATION PROGRAM.

WHEREAS, the City Council of Port Lavaca desires to develop a thriving, viable community, strengthen infrastructure, provide a suitable living environment, and expand economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist which represent a threat to public health and safety; and

WHEREAS, it is necessary and in the best interest of the City to apply for funding under the Community Development Block Grant Mitigation Program, Resilient Communities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS:

- Section 1. Has a Community Development Block Grant Program application is hereby authorized to be filed with the Texas General Land Office for funding consideration under the Community Development Block Grant – Mitigation-Resilient Communities; and
- Section 2. That the application be for the CDBG-MIT Resilient Communities Application program to carry out Planning Activities; and
- Section 3. That the grant amount be up to the maximum allowed by the CDBG-MIT-RCP; and
- Section 4. That the City Council directs and designates the Mayor as the Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and participation in the Community Development & Revitalization Grant Program.

PASSED AND APPROVED on this 12th day of August, 2024.

ATTEST:

\_\_\_\_\_  
Jack Whitlow, Mayor

\_\_\_\_\_  
Mandy Grant, City Secretary



# COMMUNICATION

**SUBJECT:** Consider amendments to the City of Port Lavaca HR and Workplace Policies as follows: Presenter is Jody Weaver

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## INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: AUGUST 12, 2024

AGENDA ITEM \_\_\_\_\_

DATE: 08/6/2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BRITTNEY HOGAN, INTERIM FINANCE DIRECTOR 

SUBJECT: HR POLICIES: HOLIDAY LEAVE, TIMEKEEPING POLICY, EMERGENCY POLICY

**Topic: Holiday Leave**

After close consideration of all current city holidays, staff is proposing to change the Birthday Holiday to a Floating Holiday that is eligible to use within the calendar year rather than “within 60 days” as it is currently stated. This will provide the employees with more flexibility in scheduling since it will extend to the full calendar year and be an added benefit by giving them a choice on what day they decide to schedule.

**Topic: Timekeeping Policy**

In FY2024 the City of Port Lavaca started implementing an automated timekeeping system called Timeclock Plus which is used to automate the time and attendance of the employees. This system is beneficial in the efficiency and effectiveness of the payroll process. The recommended timekeeping policy will outline information pertaining to the recording and tracking of hours worked, and the responsibilities of the employee and supervisor.

With this new system we can keep better records of time worked, accruals, and essentially cut the payroll process time in half by eliminating manual timesheets. Other features of this system include the ability to set Geofences, create specific automated rules according to FLSA laws and regulations, and the ability to track specific job codes (Training, Festival, Emergency, Etc.).

**Topic: Emergency Policy**

We are proposing an emergency policy which outlines the procedures during a city declared disaster. The procedures reflected in this policy will include definitions of the types of emergencies, the responsibilities of city employees during an emergency, and specific compensation based on various scenarios.

As of now the “Hurricane Compensation Policy” that we adopted on September 20, 2020 is not adequate according to FEMA standards. After attending the TDEM T-600 (Texas Disaster Accounting 101) training in March the City was given specific criteria on how FEMA determines eligibility of reimbursement based off the entity’s policies already in place. Our current policy includes language making compensation subject to federal funding or disaster declaration, which is not permissible for an emergency policy. The purpose of this proposed policy is to be non-discretionary and applied uniformly to all employees.

**Recommendation:**

Staff recommends approval of amendments to the HR Workplace & Policies.

**CHAPTER 4: LEAVES OF ABSENCE**

**4.03 Holiday Leave**

The City officially declares and designates the following holidays to be observed with pay by all City employees occupying regular full-time positions and subject to the provisions and limitations hereinafter set forth:

New Years Day	January 1
Good Friday	Friday before Easter
Memorial Day	4th Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11
Thanksgiving (2 days)	4th Thursday and Friday in November
Christmas Eve	December 24
Christmas Day	December 25
<b>Floating Holiday Birthday</b>	<b>(Within 60 days) Within Calendar Year</b>

Holiday pay will be calculated upon the basis of eight (8) hours per day at the employee's base rate of pay, and twelve (12) hours per day for Shift Police Officers and Fire Personnel. Full time Police Department officers and Fire Department personnel who work scheduled shifts on a day recognized by the City as an official holiday will receive twelve (12) hours holiday pay, in addition to their regular salary for actual hours worked. This policy will apply to regular employees, regardless of how their pay is computed. Temporary employees are not eligible for holiday pay.

Should a holiday fall on Saturday or Sunday, the preceding or following working day will be observed.

**City of Port Lavaca employees will be granted one floating birthday holiday per calendar year. If not taken during the year, the floating birthday holiday will not be carried over, nor will it be paid at the time of separation.**

## CHAPTER 5: COMPENSATION

### 5.11 Timekeeping Policy

All non-exempt employees are required to record their exact hours of work by clocking in and clocking out on the time-clock system. After the employee completes their timesheet for the work period, they should check it carefully to ensure it is accurate. Then the employee will approve their time if the total hours shown are correct and accurate to their understanding. If the employee feels the hours recorded are incorrect, then they should not approve their time until it has been corrected by their supervisor. Employees shall never approve anyone else's time and never allow anyone else to approve theirs, other than their supervisor. Likewise, employees shall never clock in for anyone else and never allow anyone else to clock in for them, other than their supervisor. Any of these occurrences are grounds for disciplinary action, up to and including dismissal. All time must be approved by both the employee and his or her supervisor before being processed by payroll. In the event the employee and supervisor do not agree they shall meet with HR to resolve any issues.

All exempt employees must clock in at the start of any day worked and clock out at the end of the day worked. Deductions from pay are allowed according to the Fair Labor Standards Act:

- When an employee is absent from work for one or more full days for personal reasons other than sickness or disability.
- For absences of one or more full days due to sickness or disability if the deduction is made in accordance with the Cities sick leave policy.
- In the employee's initial or terminal week of employment if the employee does not work the full week.
- For unpaid leave taken by the employee under the Federal Family and Medical Leave Act.

The documentation of time worked for exempt employees aids in the tracking of employee leave and provides written documentation needed for the Annual Comprehensive Financial Report.

It is imperative that all employees verify their time to help avoid subsequent corrections. The supervisor or Department Head is responsible for verifying that the employee's submitted hours are in compliance with the overtime and compensatory time guidelines. If there are any corrections to be made, they will be taken care of during the following pay period. Finance will download all hours worked no later than the Monday before payroll by 10 AM.

## CHAPTER 6: WORK ENVIRONMENT AND WORKPLACE SAFETY

### 6.11 Emergency Policy

#### 6.11.1 Purpose

Protecting the health and safety of everyone in our community is a key priority during a City Declared Disaster. The Mayor may at any appropriate time declare a City Declared Disaster based on a natural disaster or involving public health. The citizens of Port Lavaca depend on City employees before, during, and after a City Declared Disaster to provide and/or restore essential public services for the health, safety, and quality of life of our community. This policy applies to all non-exempt and exempt employees and is intended to clarify the procedures during a City Declared Disaster and clarify the compensation policy for employees during a City Declared Disaster. No one will be excused from work until the City Manager authorizes employees to be relieved of their duties.

#### 6.11.2 Definitions

**Disaster:** The occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, extreme heat, cybersecurity event, other public calamity requiring emergency action, or energy emergency.

**City Declared Disaster:** A Local State of Disaster which is declared by the Mayor for the City of Port Lavaca. The Mayor is authorized by the Texas Disaster Act to declare a Local State of Disaster when warranted conditions exist or when there is an imminent threat. A declaration of local disaster may not be continued or renewed for a period of more than seven (7) days except with the consent of a majority vote of the City Council. *Ref Texas Government Code Section 418.108*

**Municipal Emergency:** Any situation that may threaten the safety and/or health of City employees, their families and the public and/or threaten the continuation of normal City functions, capabilities or services. The City Manager is authorized to declare a State of Municipal Emergency and may designate the closing of some or all City facilities during a Municipal Emergency.

**Weather Emergency:** The occurrence or imminent threat of a severe weather event such as snow, ice, prolonged freezing conditions, severe thunderstorms or other extreme weather events that may threaten the safety of City employees, their families and the public and/or threaten the continuation of normal City functions, capabilities or services. The City Manager is authorized to declare a State of Weather Emergency due to weather conditions and may designate the closing of some or all City facilities during a Weather Emergency.

### **6.11.3 City Facilities**

If City facilities are not closed and if weather or other emergency conditions make it impossible or unsafe for an employee to report to work, the employee must notify his or her supervisor as soon as possible that the employee finds it impossible to report to duty safely. Time absent may be charged to available vacation, compensatory time, or leave without pay.

In the case of a Weather Emergency, Disaster or other Municipal Emergency on a workday, the City Manager is authorized to designate the closing of some or all City facilities. The City Manager or designee is responsible for initiating the process of contacting employees. If City facilities are closed, City personnel who are not required to work that day will be paid for the actual time or day(s) that the City was officially closed.

- If an official City facility closes for a Weather Emergency, Disaster or other Municipal Emergency during an employee's scheduled vacation or personal day, that day will not count against the employee's vacation or personal leave balance.
- If an employee reports to work and the City Manager or Department Head sends the employee home because of a Weather Emergency, Disaster or other Municipal Emergency, the employee will be given credit for a full workday as emergency disaster leave.

### **6.11.4 Responsibilities**

In a City Declared Disaster or Emergency, City employees will be required to fulfill their individual responsibilities and function as a team to protect the City's vital assets and maintain and restore essential City services.

#### **Department heads will be responsible for:**

- 1) Providing training to all employees in their department regarding emergency operation procedures, with refresher training provided in May of each year.

- 2) Ensuring that employees are aware of their individual responsibilities under this policy, and that only under special circumstances will employees be allowed to be exempt from these responsibilities.
- 3) Assessing all approved vacation leave requests and advising employees of their responsibilities and when they need to return to work.
- 4) Allowing employees to secure their homes and families to prepare them to seek shelter or to evacuate when approved by the Director, or designee.
- 5) Ensuring that their departments are briefed on emergency procedures each year, including both the City's responsibilities to the community and the employee's responsibilities under the policies.

**Employees will be responsible for:**

- 1) Ensuring the safety and security of their families.
- 2) Ensuring that their contact information is current and up to date so that the employee can be contacted when away from work.
- 3) Contacting their supervisor immediately upon knowledge of a City Declared Disaster, understanding that any preapproved leave may be subjected to postponement or cancellation.

**The Human Resources Department will be responsible for:**

- 1) Providing Department Heads with current emergency information for all employees to verify.
- 2) Providing resource options to employees who may need assistance with shelter, laundry, or other special needs.
- 3) Providing emergency shelter during the City Declared Disaster for employees that remain in the City during the event(s). The Director of Human Resources will communicate this information to Department Heads with the location of the emergency shelters, by May 31<sup>st</sup> of each year.

***6.11.5 Emergency Periods***

The City Manager may require employees to work during a Declared Disaster or Emergency regardless of whether City facilities are open or closed and regardless of the extent or duration of the Emergency. Employees may be required to provide services to protect the public's health and safety and to assure the continuation of, or recovery of, normal City business processes.

There are four (4) defined periods associated with an emergency or natural disaster: pre-impact, emergency, exigency period, and post-impact/recovery.

- 1) **Pre-impact Period** – This is the time period prior to the impending disaster and includes emergency response activities and preventative measures by the City of Port Lavaca departments in preparing for the impending emergency. This period begins and ends as determined by the City Manager.
- 2) **Emergency Period** – This is the time period during which emergency response activities and restoration of critical services are conducted to protect life and property, **and most other regular City services are suspended**. There may be more than one Emergency Period during a City Declared Disaster Declaration. These period(s) begin and end as determined by the City Manager.
- 3) **Exigency Period** – This is the time period during which emergency response activities are in progress, but when many **of the City’s services are able to be maintained on a limited basis**. This period begins and ends as determined by the City Manager. There may be more than one Exigency Period during a City Declared Disaster Declaration. These period(s) begin and end as determined by the City Manager.
- 4) **Post/Recovery Period** – This is the time period immediately following the emergency or disaster, during which the City Manager determines if it is safe for all employees to return to work. Activities are conducted to restore the City’s infrastructure and services to pre-disaster conditions. During this period, some employees may be required to return to work to assist with the restoration of critical services, conduct emergency clearance of roadways, provide damage assessment, etc. This period is determined by the City Manager, in consultation with Department Heads.

Employees must return to work as directed by their Department Heads.

The City of Port Lavaca recognizes that employees have personal and family responsibilities that are important and may conflict with the obligation to fulfill their job requirements during hazardous weather or a state or local emergency. When evacuation of personal residences is required, every effort will be made to allow employees to make arrangements for their families like any other citizen, including the use of authorized shelters.

Employees who are not able to return to work due to emergency conditions must contact their supervisor as soon as possible.

An employee who refuses a directive from the City Manager or a Department Head to report to work for all or part of an emergency period is subject to discipline by the City, up to and including termination.



### *6.11.6 Compensation During a State of Emergency*

In the event of a declaration of a State of Emergency during a Weather Emergency, Disaster or other Municipal Emergency, the City Manager may implement the provisions of the emergency disaster pay policy. During this time the City Manager may also suspend the use of accrued leave, City-approved holiday(s), and Scheduled Vacation leave ( Defined in Chapter 4: Leave of Absence City of Port Lavaca HR and Workplace Policies, October 8, 2018), to ensure appropriate personnel is available to maintain operations. The suspension of leave may not interfere with the use of leave for purposes of family medical leave, bereavement, or other such leave, including any other leave provided by State or Federal law.

Employees relieved from duties during a State of Emergency or City Declared Disaster shall be paid as follows:

- Full-time employees shall be paid their regular straight time hourly pay.
- These hours shall not be counted as time worked to compute overtime for non-exempt employees.
- Emergency disaster leave will start when the employee is relieved from duties by their Department Director and will continue until the City Manager determines it is safe and prudent for some or all employees to return to work. If an employee fails to show up for work or cannot show up for other reasons, then the time lost will be away without pay, unless other paid leave is approved.

During the emergency periods as defined in Section 6.11.5, employees authorized to perform work for the benefit of the City may be assigned to perform work that is outside their normal assigned tasks. Non-exempt employees authorized to work, during an emergency period or exigency period defined in Section 6.11.5, will be compensated at a rate of one and a half times (1.5x) their base hourly rate for all hours worked including time for sleep during these designated periods when required to reside in the City Emergency Operations Center or designated location.

Exempt employees authorized to work, during an emergency period or exigency period defined in Section 6.11.5, will be compensated at employees calculated hourly rate of one and a half times (1.5x) from their annual salary for each authorized hour worked including time for sleep during these designated periods when required to reside in the City Emergency Operations Center or designated location.

All employees (non-exempt and exempt) who are able to work remotely during regular business hours during a Declared Disaster or Emergency shall do so, subject to instructions from their supervisor and the Employee's Responsibilities as outlined in Section 6.11.4. Such remote work shall be paid at the employee's normal rate of pay.

### ***6.11.7 Disaster Deployment Compensation***

City personnel may be requested, under existing agreements (e.g. mutual aid agreement/memorandums of understanding, etc.), to deploy to assist outside agencies in responding to disaster or emergency. The City Manager's (or designee's) oral or written authorization is required for any personnel deployment lasting longer than twenty-four (24) hours. Such City personnel shall be compensated at a rate of one and a half time (1.5x) their base hourly rate for all hours worked during a deployment.

### ***6.11.8 Employee Groups***

Department Directors shall designate emergency essential and non-emergency essential personnel within their departments relating to a State of Emergency Declaration. All personnel shall be advised of their status upon hire, as well as of May 1st of each year. An individual employee's status may change, as the needs of the City changes, or at the discretion of the Department Director.

- Level I Personnel: Each Department Director and/or supervisor is responsible for identifying those employees who will be required to remain or respond in the event of emergency conditions and those employees will be designated as Level I Personnel. Level I employees will be required to be available immediately before, during and after the emergency conditions to perform duties directly related to emergency conditions as determined by the City Manager.
- Level II Personnel: Each Department Director and/or supervisor is responsible for identifying employees who are considered Level II Personnel. Level II employees may be required to perform duties during the Pre-Impact and Post/Recovery Emergency Periods A defined in 6.11.5.
- Level III Personnel: The remaining employees that are not classified in one of the above categories will be classified as Level III Personnel. Level III employees will be released prior to an emergency. Because it is the City's responsibility and obligation to ensure that infrastructure and critical services are repaired, restored, tested and/or inspected prior to their return to service, Level III employees are required to remain available for recall to duty at any time.

## **COMMUNICATION**

**SUBJECT:** Consider Second and Final reading of an Ordinance (G-6-24) of the City of Port Lavaca amending the Code of Ordinances, to Chapter 12, Article IV- Building and Building Regulations Sec. 12-287 - Definition; unfit condition declared; minimum standards for use and occupancy, (d),(11); and providing an effective date. Presenter is Derrick Smith

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## **INFORMATION:**

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**CITY OF PORT LAVACA**

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**MEETING:** AUGUST 12, 2024

**DATE:** 08.05.2024

**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS

**FROM:** DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

**SUBJECT:** Consider and discuss revisions to Chapter 12, Article IV- BUILDING AND BUILDING REGULATIONS Sec. 12-287- Definition; unfit condition declared; minimum standards for use and occupancy, (d),(11).

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The purpose of the proposed amendment to the City of Port Lavaca’s Code of Ordinances is to enforce the residential portion of the already adopted 2021 International Property Maintenance Code (IPMC).

This provides the Code Enforcement Officer with more accurate inspection requirements for habitability inspections on dwellings.

The City’s Code of Ordinances for “substandard buildings” is very broad and left up to too many interpretations, e.g.:

(d)(1) Inadequate sanitation

- a. Lack of a bathroom or the existence of an improper bathroom. (*What is an improper bathroom?*)
- b. Lack of or an improper kitchen. (*What is an improper kitchen?*)
- c. Lack of hot and cold running water to plumbing fixtures. (*It does not define which plumbing fixtures? An outdoor faucet is a plumbing fixture.*)
- d. Lack of or improper required heating, mechanical ventilation or electric facilities. (*It does not state where this equipment is required or what is improper. What is the proper ventilation for heating and mechanical ventilation?*)
- e. Lack of required amounts of natural light and ventilation. (*What is the required natural light and ventilation?*)
- f. Lack of or improper space or floor area. (*What is the required space or floor area? And, for what portion of the house?*)

The Ordinance leaves out important minimum requirements for housing. For example, there is no mention of the required smoke detectors or operable egress windows for each bedroom.

The 2021 IPMC specifies the specific requirements for existing dwellings and property.

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## CITY OF PORT LAVACA

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For example:

#### 404.2 Minimum room widths.

A habitable room, other than a kitchen, shall be not less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a minimum clear passageway of 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.

#### 404.3 Minimum ceiling heights.

*Habitable spaces*, hallways, corridors, laundry areas, *bathrooms*, *toilet rooms* and habitable *basement* areas shall have a minimum clear ceiling height of 7 feet (2134 mm).

##### Exceptions:

1. In one- and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting not greater than 6 inches (152 mm) below the required ceiling height.
2. *Basement* rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a minimum ceiling height of 6 feet 8 inches (2033 mm) with a minimum clear height of 6 feet 4 inches (1932 mm) under beams, girders, ducts and similar obstructions.
3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of 7 feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet (1524 mm) shall be included.

#### 404.4 Bedroom and living room requirements.

Every *bedroom* and living room shall comply with the requirements of Sections 404.4.1 through 404.4.5.

##### 404.4.1 Room area.

Every living room shall contain not less than 120 square feet (11.2 m<sup>2</sup>) and every bedroom shall contain not less than 70 square feet (6.5 m<sup>2</sup>) and every bedroom occupied by more than one person shall contain not less than 50 square feet (4.6 m<sup>2</sup>) of floor area for each *occupant* thereof.

With the new Code Enforcement Officer starting on June 6, 2024, this will be more helpful in understanding minimum standards for dwellings and properties during inspections.

Therefore, staff is recommending the following change to Chapter 12, Article IV- BUILDING AND BUILDING REGULATIONS Sec. 12-287- Definition; unfit condition declared; minimum standards for use and occupancy, (d),(11):

- (11) The International Property Maintenance Code as referenced and adopted by reference in section 12-20(2) shall apply to all existing ~~nonresidential~~ structures and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of owners, operators, and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

**ORDINANCE #G-6-24**

AN ORDINANCE OF THE CITY OF PORT LAVACA AMENDING THE ORDINANCE CODIFIED AND DESCRIBED IN THE CITY OF PORT LAVACA'S CODE OF ORDINANCES CHAPTER 12 BUILDINGS AND BUILDING REGULATIONS, ARTICLE IV, SUBSTANDARD BUILDINGS, SECTION 12-287 DEFINITION: UNFIT CONDITION DECLARED; MINIMUM STANDARDS FOR USE AND OCCUPANCY; PROVIDING FOR PURPOSE; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS:

Section 1. Purpose.

The attached Exhibit A document identifies amendments that are to be made to various Sections of Chapter 12 of the City of Port Lavaca's Code of Ordinances. Text that remains unchanged will be in black-colored letters, text that is new will be identified by red-colored underlined letters and all text to be deleted will be identified as blue-colored letters with strikethroughs.

Section 2. Severability.

It is specifically declared to be the intention of the City Council that sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and if phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment of decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any unconstitutional or invalid phrase, clause, sentence, paragraph or sections.

Section 3. Repeal.

All ordinances or parts of ordinances conflicting with or not consistent with the provisions of this article are hereby repealed; provided that such repeal shall be only to the extent of such inconsistency or conflict, and in all respects, this article shall be cumulative of all other ordinances of the City of Port Lavaca regulating and governing the subject matter covered in this ordinance. Any cause of action accruing prior to the passage of this article shall continue as if this ordinance was not passed or any other ordinance had not been repealed.

Section 4. Effective Date

THAT this ordinance shall become effective on the date of its passage.

FIRST READING this 10<sup>th</sup> day of June, 2024

\_\_\_\_\_  
Jack Whitlow, Mayor

SECOND AND FINAL READING this 12<sup>th</sup> day of August, 2024

\_\_\_\_\_  
Jack Whitlow, Mayor

APPROVED AND ADOPTED this 12<sup>th</sup> day of August, 2024.

\_\_\_\_\_  
Jack Whitlow, Mayor

ATTEST:

\_\_\_\_\_  
Mandy Grant, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second and Final	Passed and Approved
Councilman Aguirre	Aye		
Councilman Dent	Absent		
Councilman Tippit	Aye		
Councilwoman Padron	Aye		
Councilman Ward	Aye		
Councilman Burke	Aye		

Record of approval by City Council: City Council Minute Records, Volume 3-I, Page \_\_.

CITY OF PORT LAVACA  
PART II – CODE OF ORDINANCES

**EXHIBIT A**

**CHAPTER 12. – BUILDINGS AND BUILDING REGULATIONS**

**ARTICLE IV. – SUBSTANDARD BUILDINGS**

Sec. 12-287. – Definition; Unfit condition declared; Minimum Standards for use and occupancy.

(d) (11)

The International Property Maintenance Code as referenced and adopted by reference in section 12-20(2) shall apply to all existing **nonresidential** structures and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of owners, operators, and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

(Ord. No. G-5-91, § 2, 4-8-1991; Ord. No. G-3-16, § 1, 4-11-2016))

END OF EXHIBIT A



## **COMMUNICATION**

**SUBJECT:** Consider First reading of an Ordinance (G-7-24) of the City of Port Lavaca amending the basic Traffic Control Devices Ordinance G-6-86, Section 3, by adding Stop Signs in Lynnhaven Subdivision; Repeal Clause; and providing an effective date. Presenter is Colin Rangnow

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## **INFORMATION:**

**ORDINANCE #G-7-24**

AN ORDINANCE AMENDING SECTION 3 OF THAT CERTAIN ORDINANCE DESIGNATING THE TYPE AND LOCATION OF TRAFFIC CONTROL DEVICES WITHIN THE CITY OF PORT LAVACA, PASSED AND APPROVED BY CITY COUNCIL THE 8TH DAY OF SEPTEMBER, 1986, AND RECORDED IN CITY COUNCIL MINUTE RECORDS, VOLUME "HH", PAGE 41, BY ADDING NEW STREET LOCATIONS TO SAID ORDINANCE IN SAID SECTION 3; REPEALING CLAUSE AND EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS:

SECTION I: Section 3 of the Ordinance designating the type and location of traffic control devices within the City of Port Lavaca, passed and approved by City Council on the 8th day of September, 1986, and recorded in City Council Minute Records, Volume "HH", page 41, is hereby amended by adding the following locations for traffic control devices:

**LYNNHAVEN SUBDIVISION****200 HOUSTON STREET @ 300 TRAVIS STREET*****STOP Signs (replaces a former Yield Sign)*****200 BOWIE STREET @ 300 TRAVIS STREET*****STOP Signs (replaces a former Yield Sign)*****200 BONHAM STREET @ 200 TRAVIS STREET*****STOP Signs (replaces a former Yield Sign)******(Add two additional Stop Signs on Travis Street)*****200 CROCKETT STREET @ 200 TRAVIS STREET*****STOP Signs (replaces a former Yield Sign)*****200 BURNET STREET @ 100 TRAVIS STREET*****STOP Signs (replaces a former Yield Sign)*****100 BOWIE STREET @ 100 SAN BERNARDO STREET*****STOP Signs (replaces a former Yield Sign)*****200 CROCKETT STREET @ 100 SAN BERNARDO STREET*****STOP Signs (replaces a former Yield Sign)******(Add additional Stop Signs on 100 and 200 Crockett Street)***

**200 BONHAM STREET @ 100 SAN BERNARDO STREET**

***STOP Signs (replaces a former Yield Sign)***

***(Add additional Stop Signs on 100 and 200 Bonham Street)***

**200 BURNET STREET @ 200 SAN BERNARDO STREET**

***STOP Signs (replaces a former Yield Sign)***

***(Add additional Stop Signs on 100 and 200 Burnet Street)***

**100 MASSANET STREET @ 100 SAN BERNARDO STREET**

***STOP Signs (replaces a former Yield Sign)***

**100 BOWIE STREET @ 100 HOUSTON STREET**

***STOP Signs (replaces a former Yield Sign)***

**100 CROCKETT STREET @ 100 HOUSTON STREET**

***STOP Signs (replaces a former Yield Sign)***

***(Add two additional Stop Signs on Houston Street)***

**100 BONHAM STREET @ 80 HOUSTON STREET**

***STOP Signs (replaces a former Yield Sign)***

**CALHOUN STREET @ HOUSTON STREET**

***STOP Signs (replaces a former Yield Sign)***

**100 BURNET STREET @ 400 CALHOUN STREET**

***STOP Signs (replaces a former Yield Sign)***

**100 MASSANET STREET @ 1000 CALHOUN STREET**

***STOP Signs (replaces a former Yield Sign)***

***(Add two additional Stop Signs on Calhoun Street)***

SECTION II: All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

SECTION III. The effective date of this ordinance shall be when passed and approved by City Council, and traffic control signs, markings and devices are appropriately in place.

FIRST READING this 12<sup>th</sup> day of August 2024.

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Jack Whitlow, Mayor

SECOND AND FINAL READING this 9<sup>th</sup> day of September, 2024.

\_\_\_\_\_  
Jack Whitlow, Mayor

APPROVED AND ADOPTED this 9th day of September, 2024.

\_\_\_\_\_  
Jack Whitlow, Mayor

ATTEST:

\_\_\_\_\_  
Mandy Grant, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second and Final	Passed and Approved
Councilman Aguirre			
Councilman Dent			
Councilman Tippit			
Councilwoman Padron			
Councilman Ward			
Councilman Burke			

Record of approval by City Council: City Council Minute Records, Volume 3-I, Page \_\_\_\_\_.

Amends G-6-86

# COMMUNICATION

**SUBJECT:** Consider recommendation of selection committee to select a consultant to prepare a Master Parks Plan and Authorize the City Manager to negotiate a professional services contract for City Council approval. Presenter is Jody Weaver

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## INFORMATION:

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**CITY OF PORT LAVACA**

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**COUNCIL MEETING:** AUGUST 12, 2024

**DATE:** 08.06.2024

**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS

**FROM:** JODY WEAVER, INTERIM CITY MANAGER

**SUBJECT: CONSIDER RECOMMENDATION OF THE SELECTION COMMITTEE TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT TO PERFORM A MASTER PARKS PLAN**

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**BACKGROUND**

Included in the objectives for the 2023-24 Fiscal year was to Prepare a Master Parks Plan in order to be eligible to apply for large Texas Parks and Wildlife grants.

We recently advertised a Request for Qualifications from consultants interested in providing this professional service.

Statements of Qualifications were received as shown on the attached scoring sheet summary: Kendig Keast Collaborative (Sugarland) , LJA Planning & Landscape Architecture (Houston), and Vista Planning & Design/Twistleaf (West Lake Hills, Texas).

**RECOMMENDATIONS**

The Parks Board appointed the following individuals to score the received submittals: Mac Sistrunk, Greg Falcon, Dina Smith, Bill Reagan and Director of Public Works, Wayne Shaffer.

The overall scores were as follows: LJA received an score of 89.0; Kendig Keast was 88.6 and Vista was 73.8.

Staff recommends selecting LJA Planning & Architecture and authorizing the Interim City Manager to negotiate a contract to provide a Master Parks Plan, which will be brought back to Council for final approval.

It should be noted that LJA is the same firm that last year prepared the City's Downtown Waterfront Masterplan and we are working with them on the proposed new Gateway signs and landscaping at the Bauer.

## **COMMUNICATION**

**SUBJECT:** Consider professional Engineering Services Agreement with CivilCorp for the Smith Road Sidewalk and Bike Lane project. Presenter is Jody Weaver

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## **INFORMATION:**

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**CITY OF PORT LAVACA**

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**COUNCIL MEETING:** AUGUST 12, 2024

**DATE:** 08.06.2024

**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS

**FROM:** JODY WEAVER, INTERIM CITY MANAGER

**SUBJECT: CONSIDER APPROVAL OF PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH CIVILCORP, LLC FOR SMITH ROAD SIDEWALK AND BIKE LANE PROJECT**

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**BACKGROUND**

Included in the 2023-24 Fiscal Year Capital Improvement Plan was to construct a sidewalk and bike lanes on Smith Road for a budgeted cost of \$275,000.

Staff waiting to initiate this project until after verifying that these funds would not be needed to supplement the Independence Drive project should the bids have come in much higher. This was not the case, so we are prepared to move ahead with this project.

Attached please find a conceptual site plan of the project scope and a proposed Professional Services Agreement from CivilCorp to prepare design, bid documents and contract phase inspections. Page 8 of the contract provides a breakdown of the proposed \$50,600 fee.

The conceptual site plan shows a 5 ft wide sidewalk on the north side of Smith Road from El Camino Real to across from Bay Vista and then to restripe all of Smith Road to provide bike lanes on both sides from SH 35 to Bay Vista.

- Because of the limited width available and utilities, the sidewalk will most likely be right behind the curb.
- We will be eliminating the turn lane into El Camino Real as you travel from the north – this is not essential and is not utilized much – i.e. this turn isn't any more prevalent coming from the north than turning into any of the other streets.
- We can't eliminate the turn lane at SH 35, so we probably will need to provide some widening to accommodate a bike lane on the south side at SH 35.

CivilCorp's preliminary cost estimate is \$200,000 for the sidewalk, striping and mobilization. At this point we are not sure what all may be involved with adding the bike lane where Smith Road meets SH 35, but such work could be added as an Alternate bid item.

**RECOMMENDATIONS**

Approve the Professional Service Contract with CivilCorp in the amount of \$50,600 for the Smith Road sidewalk and bike lane project.

*Attachments: Conceptual site plan and CivilCorp, LLC PSA*



# COMMUNICATION

**SUBJECT:** Consider Interlocal Agreement between the City of Port Lavaca and Texas Municipal League (TML) for Cyber Liability Coverage and Data Breach Response. Presenter is Brittney Hogan


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## INFORMATION:

## CITY OF PORT LAVACA

CITY COUNCIL MEETING: AUGUST 12, 2024

AGENDA ITEM \_\_\_\_\_

**DATE:** 08/1/2024**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS**FROM:** BRITTNEY HOGAN, INTERIM FINANCE DIRECTOR **SUBJECT:** TEXAS MUNICIPAL LEAGUE CYBER LIABILITY & DATA BREACH RESPONSE INTERLOCAL AGREEMENT**Background:**

Effective September 30<sup>th</sup>, 2024, TML Risk Pool is requiring all risk pool participants to “opt in” for continued Cyber Liability coverage by completing a Cyber Liability & Data Breach Response Interlocal Agreement. Cybercriminal activity has become impossible to predict and more common in the past decade, which is why the TML Risk pool has now created a separate cyber fund. This cyber fund will ensure the cities protection against such cyber threats. The basic coverage we receive from the TML risk pool includes breach response, network business interruption, cyber extortion, data recovery costs, and fraud protection. As a member of the TML Risk Pool the City must continue to take steps to protect ourselves by continuing to implement our current cyber policies and training to help prevent any unwanted cyber threats.

**Recommendation:**

Staff recommends City Council approve the Cyber Liability & Data Breach interlocal agreement to qualify for Cyber coverage for FY 2024-2025



WORKERS' COMPENSATION • PROPERTY • LIABILITY

**CRITICAL ALERT:**  
*Cyber Liability and Data Breach Response Coverage*

DATE: June 7, 2024  
 TO: All Members with Core + (Band 1) Cyber Coverage  
 RE: 2024-2025 *Cyber Liability and Data Breach Response Coverage* Updates

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Dear Valued Member:

Since 2016, when the TML Risk Pool first began offering *Cyber Liability and Data Breach Response Coverage* (“*Cyber Coverage*”), cyber claims have exponentially increased in both frequency and severity.

Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That’s why the Board of Trustees recently created a new Cyber Fund and approved changes to the Pool’s Coverage structure, effective on October 1, 2024. *Members must elect to continue coverage or “opt-in” by completing and returning the Cyber Interlocal Agreement to participate in the newly-created Cyber Fund.*

**MEMBERS THAT DON’T FOLLOW THE OPT-IN PROCEDURES WILL LOSE THEIR EXISTING CYBER COVERAGE EFFECTIVE AT MIDNIGHT ON SEPTEMBER 30, 2024.**

Included in this packet are:

1. A two-page flyer explaining the updated Cyber Coverage and why the Pool made certain adjustments to ensure the viability of the program.
2. A **Limits Page** for the updated Cyber Coverage and a link to the updated Cyber Coverage Document, which shows the contribution increases and available limits.
3. A new, separate **Interlocal Agreement (contract)** to join the Pool’s new Cyber Fund.

Please review the above information.

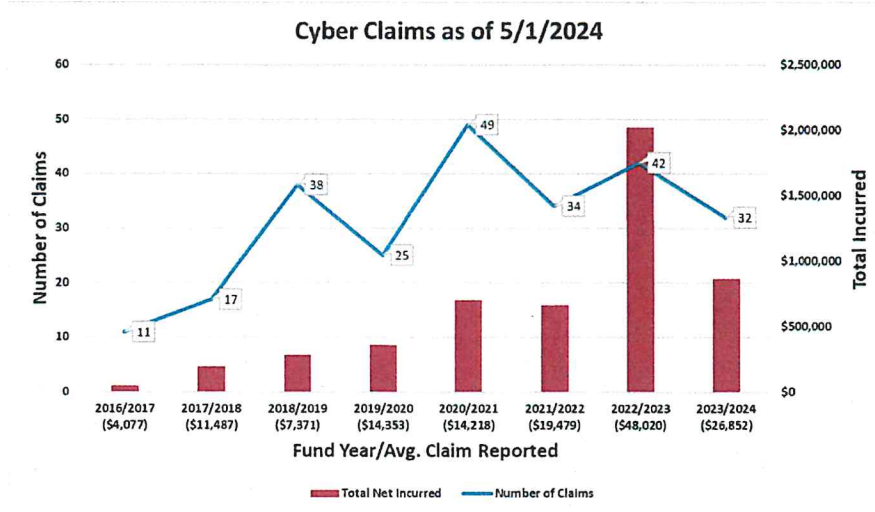
**If your entity wishes to continue Cyber Coverage, simply review, complete and sign, and return the completed Cyber Fund Interlocal Agreement as soon as possible but no later than September 30, 2024.** (Each Member must follow their own statutory and local policies related to contract approval prior to signing.) You can either scan and return the completed and signed agreement by email to [underwriting@tmlirp.org](mailto:underwriting@tmlirp.org) or mail or ship it to Cyber Coverage, c/o TML Intergovernmental Risk Pool, P.O. Box 149194, Austin, Texas 78714. To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement. An executed copy of the agreement will be returned to you.

**REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30, 2024, IN ORDER FOR COVERAGE TO CONTINUE.**

**CRITICAL ALERT: The Pool's NEW Cybersecurity Fund**

**Introduction**

In 2016, the Pool recognized its Members' growing cyber liability exposure. Starting that year, complimentary coverage was provided to all Members with either General Liability or Real & Personal Property Coverage. Later, as the exposure increased, the Pool began charging a minimal amount for the coverage. As shown by the chart below, cyber claims have exponentially increased in both frequency and severity since that time.



Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That's why the Board of Trustees recently approved the Pool's formation of a new Cyber Fund and updated *Cyber Liability and Data Breach Response Coverage* ("Cyber Coverage"), effective October 1, 2024, for those Members who opt-in and sign the **Cyber Liability Interlocal Agreement**. Read on for details.

Of course, nothing can cover every possible scenario. That's why each Member *must* take steps to protect themselves, and we can help you do so (regardless of whether you choose our cyber coverage). **Most cyberattacks are preventable, and local officials should implement basic policies, train on them, and follow them.** (See the final section below on loss prevention to learn more.)

**The New Cyber Fund – Ensuring the Viability of the Pool's Cyber Coverage**

Cyberattacks are becoming more common, more sophisticated, and more expensive. In fact, the Pool's cyber claims have increased exponentially since 2016. Right now, if every Member of the Pool was hit by a coordinated attack, the Pool's *total exposure is in the billions of dollars*. Thankfully, that hasn't happened. But the Pool is updating its Cyber Coverage to ensure that it never does.

The following is a brief overview of the changes:

- The Pool is creating a **separate Cyber Fund** – each Member that wants to continue coverage **must sign a new, separate interlocal agreement (contract) to join the Fund**.
- The Pool's **total annual payout** for cyber claims will be **capped at \$25 million** – should criminals execute a widespread attack, the Pool's Board of Trustees would decide how to allocate those funds.
- The limit for third party liability has been reduced to **\$500,000 or \$1,000,000**, depending on whether Core or Core+ option is selected.
- **Cyber coverage contributions (premiums) will increase** based on a Member's elected limits. The new contribution ranges from \$1,000 to \$1,850 depending on Member type and coverage level (unless a Member chooses a different coverage level, the current level will roll over). Suggestion: Coverage will be renewed at the current elected limit.

### The Coverage: What You Get

Some of the worst news a local official can receive is that they have fallen victim to a cyberattack. Whether criminals lock up your data and ask you for a ransom to restore it, they trick you into sending money to a fraudulent account and steal it, or whatever the form of an attack, the Pool's coverage provides, among other things:

- **Breach response**, which includes access to computer experts, public relations specialists, attorneys, negotiators, and others with experience responding to cyberattacks – these experts help you lessen the damage from an attack.
- **Network business interruption**, which can help cover the loss of income and extra expenses (for a limited period) caused by an attack.
- **Cyber extortion**, which can help with ransom payments to recover data.
- **Data recovery costs**, which can help with costs to restore data that was damaged, corrupted, and/or deleted.
- **Fraud protection**, which can help (if certain conditions are met) with costs related to – for example – when an employee is tricked into sending money to a cybercriminal.

The above provides only a very basic overview of the coverage. Every claim is unique, and reading the above isn't a substitute for carefully reviewing the terms of the new interlocal agreement and coverage document. Please refer to the enclosed outline of the coverages, limit, and sublimit.

### What You Need to Do to Continue Coverage

To continue coverage, simply review, complete and sign, and return the Cyber Fund Interlocal Agreement. (Each Member **must follow their own statutory and local policies related to contract approval prior to signing.**) To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement.

As part of this process, we encourage you to review the 2024-2025 Cyber Liability and Data Breach Response Coverage Document that is stored on the Pool's Member Portal, which you can access from the Pool's website at [www.tmlirp.org](http://www.tmlirp.org).

That's it! You'll be billed later for the costs of all your coverages, including the cyber coverage.

**REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30, 2024, IN ORDER FOR COVERAGE TO CONTINUE.**

### Risk Management and Loss Prevention

As mentioned above, the best way to deal with a cyberattack is to avoid it altogether. The Pool has a dedicated Cyber Risk Services Manager – Ryan Burns ([rburns@tmlirp.org](mailto:rburns@tmlirp.org)) – who can assist any Member with loss prevention, including individual review of Member exposures and transfer of risk via contracts provisions, loss prevention efforts, appropriate coverage, and more.

### Additional Resources

The Pool provides prevention education in various ways. The easiest to access are short podcast episodes and YouTube videos. For example, any local official who wants to know just how painful a cyberattack can be should listen to Episode 9c of the "Local Officials: *Stronger, Together* Podcast."

In the eye-opening episode, Scott interviews City of Tomball Assistant City Manager Jessica Rogers. Cyber-criminals hacked Tomball at the end of 2022, and the city is still — one year later — dealing with the aftermath. In this episode — which should be required listening for every city official in Texas (and beyond) — Jessica explains exactly what it's like to have essentially every computer system go down, including 9-1-1 dispatch, utility metering and billing, permitting, and everything in between. She also describes the long road to getting everything up and running. Don't miss our chance to learn from this chill-inducing story. (To listen, go to [www.tmlirp.org](http://www.tmlirp.org), click on the "STP Podcast" link at the top of the page, and scroll down to Episode 9c.)

## LIMIT PAGE

Your entity currently has **Core** + Cyber Coverage with the Pool. The following is an abbreviated description of the Core and Core+ limit structure beginning October 1, 2024. The Coverage Document can be accessed at <https://members.tmlirp.org/downloads> (this link will ask you to log into the Member Portal for access).

*A limit of \$25,000,000 is shared by all Members for aggregate losses occurring within the Fund Year as defined in the Cyber Liability and Data Breach Response Interlocal Agreement.*

	Core	Core+
<b>Tower 1 - Limit of Liability*</b>	\$500,000	\$1,000,000
Data & Network and Media Liability Aggregate Limit of Liability	\$500,000	\$1,000,000
Retention	\$0	\$0
<b>Tower 2 - Limit of Liability</b>	\$100,000	\$250,000
<b><u>First Party Loss</u></b>		
Business Interruption Aggregate Sublimit	\$20,000	\$50,000
Cyber Extortion Loss Aggregate Sublimit	\$25,000	\$50,000
Data Recovery Costs Aggregate Sublimit	\$20,000	\$50,000
Reputational Loss Aggregate Sublimit	\$5,000	\$10,000
Retention (other than Business Interruption)	\$0	\$5,000
Income Loss Retention under Business Interruption	\$5,000	\$5,000
<b><u>Third Party Loss</u></b>		
Regulatory Defense and Penalties Aggregate Sublimit	\$25,000	\$75,000
Payment Card Liabilities & Costs Aggregate Sublimit	\$10,000	\$25,000
Retention	\$0	\$5,000
<b><u>eCrime</u></b>		
Fraudulent Instruction Aggregate Sublimit	\$25,000	\$50,000
Funds Transfer Aggregate Sublimit	\$25,000	\$50,000
Telephone Fraud Aggregate Sublimit	\$25,000	\$50,000
Criminal Reward	\$2,500	\$2,500
Retention (other than Criminal Reward)	\$2,500	\$5,000
Retention Criminal Reward	\$0	\$0
<b>Tower 3 - Limit of Liability</b>	\$100,000	\$150,000
<b>Breach Breach Response Aggregate Limit of Liability</b> Beazley Response Services	\$100,000	\$150,000
Retention	\$0	\$0
<b>New 2024-25 Annual Contribution</b>	<b>\$1,000</b>	<b>\$1,250</b>
<i>Previous 2023-24 Contribution</i>	<i>\$175</i>	<i>\$247.24</i>

*\*The Tower 1 Limit of Liability changed from \$1 million to \$500,000 for Core limits and from \$2 million to \$1 million for Core+ limits. All other limits remained unchanged.*

# Texas Municipal League Intergovernmental Risk Pool

1821 Rutherford Lane, First Floor • Austin, Texas 78754

## CYBER LIABILITY AND DATA BREACH RESPONSE INTERLOCAL AGREEMENT

This Contract and Interlocal Agreement is entered into by and between political subdivisions of this state (hereinafter referred to as “Pool Members”) to form a joint self-insurance pool to be named the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-Insurance Fund (hereinafter referred to as the “Fund”) for the purpose of providing coverages against risks which are inherent in operating a political subdivision.

WITNESSETH:

The undersigned Pool Member, in accordance with Chapter 2259, Texas Government Code, the Interlocal Cooperation Act, Tex. Gov’t Code § 791.001, et seq., and the interpretation thereof by the Attorney General of the State of Texas (Opinion #MW-347, May 29, 1981), and in consideration of other political subdivisions executing like agreements, does hereby agree to become one of the Pool Members of this self-insured pool. The conditions of membership agreed upon by and between the parties are as follows:

1. Definitions of terms used in this Interlocal Agreement.
  - a. Board. Refers to the Board of Trustees of the Fund.
  - b. Fund Year. 12:01 a.m. October 1 through 12:01 a.m. the following October 1.
  - c. Manual Rates. The basic rates applicable to each cyber liability and data breach response classification promulgated by the Insurance Service Office or the Board.
  - d. Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The Cyber Liability and Data Breach Response Coverage Document that sets forth in exact detail the coverages provided as part of the overall plan.
  - e. Adjustments. Refers to any offsets to manual premium that may result from the Pool Member’s election of deductibles, loss experience, or Fund Modifier which reflects the savings to the Pool Member by entering into this Interlocal Agreement.
  - f. Premium and Contribution. Used interchangeably in some parts of this Interlocal Agreement. Any reference at any time in this Interlocal Agreement to an insurance term not ordinarily a part of self-insurance shall be deemed for convenience only and is not construed as being contrary to the self-insurance concept except where the context clearly indicates no other possible interpretation such as but not limited to the reference to “reinsurance.”
  - g. Reimbursable Deductible. The amount that was chosen by this Pool Member to be applicable to the first monies paid by the Fund to effect judgment or settlement of any claim or suit. The Pool Member, upon notification of the action taken, shall promptly reimburse the Fund for all or such part of the deductible amount as has been paid by the Fund. Further, however, the Fund’s obligation to pay damages shall be subject to the limits of liability stated in the Declarations of Coverage or Endorsements to this Interlocal Agreement less the stated deductible amount.
  - h. Fund Modifier. A percentage figure that is applied to the manual rates by the Fund to reflect the savings to the Pool Member by entering into this Interlocal Agreement.
  - i. Agreement Period. The continuous period since the Pool Member first became a member of this Fund excluding, however, any period or periods of time therein that the member did not participate as a member of the Pool.
  - j. Declarations of Coverage. The specific indication of the coverages, limits, deductibles, contributions, and special provisions elected by each individual Pool Member. The Declarations of Coverages may be modified by Endorsement.
2. The Board, acting through its agents and Fund staff, is responsible for the administration of all Fund business on behalf of the Pool Members.
3. In consideration of the execution of this Interlocal Agreement by and between the Pool Member and the Fund and of the contributions of the Pool Member, the coverage elected by the Pool Member is afforded according to the terms of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The affirmative declaration of contributions and limits of liability in the Declarations of Coverage and Endorsements determine the applicability of the Self-Insurance Plan.

Each Pool Member agrees to adopt and accept the coverages, provisions, terms, conditions, exclusions, and limitations as further provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan or as specifically modified by the Pool Member's Declarations of Coverage. This Interlocal Agreement shall be construed to incorporate the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, Declarations of Coverage, and Endorsements and addenda whether or not physically attached hereto.

4. It is understood that by participating in this risk sharing mechanism to cover cyber liability and data breach response exposures, the Pool Member does not intend to waive any of the immunities that its officers or its employees now possess. The Pool Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations and that by executing this Interlocal Agreement does not agree to expand those limitations.
5. The term of this Interlocal Agreement and the self-insurance provided to the Pool Member shall be continuous commencing 12:01 a.m. on the date designated in this Interlocal Agreement until terminated as provided below. Although the self-insurance provided for in this Interlocal Agreement shall be continuous until terminated, the limit of liability of the Fund under the coverages that the Pool Member elects shall be limited during any Fund Year to the amount stated in the Declarations of Coverage for that Fund Year.

This Interlocal Agreement may be terminated by either party giving to the other sixty (60) days' prior written notice of intent to terminate except the Pool Member may terminate this Interlocal Agreement and its coverages thereunder without giving the sixty (60) days' notice if the reason is because of a change by the Fund in the Pool Member's contribution, coverage, or other change in the limits of liability, terms, conditions, exclusions, and limitations provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan provided that no termination by the Member shall be effective prior to the date that written notice of termination is actually received in the offices of the Fund and provided that the Pool Member agrees to and shall pay the applicable premium and contribution for those coverages it is terminating until the date the notice of termination is actually received by the Fund.

The Fund shall provide the Pool Member with Declarations of Coverage and any Endorsements that determine the applicability of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan annually by December 1. Such Declarations of Coverage shall include, but not be limited to, the coverage period which shall be the applicable Fund Year, limits, deductibles, contributions, special provisions, and limitations. Changes made during the Fund Year, whether requested by the Pool Member or required by the Fund, will be handled by Endorsement.

It is the intention of the parties that the Pool Member's coverages under this Interlocal Agreement shall remain in full force and effect from Fund Year to Fund Year, subject to the limits of liability that the Fund can provide each Fund Year and the terms, conditions, and limitations that the Fund may require to protect its solvency and to comply with reinsurance requirements, until notice of termination is given as herein provided. Realizing that the Pool Member needs the earliest possible information concerning the Fund coverages, limits, and exclusions, and the Pool Member's contribution that will be required for any new Fund Year, the Fund will endeavor to provide this information as soon as possible before the beginning of each Fund Year. The parties recognize, however, that conditions in the reinsurance industry are such that the Fund may not be able to provide this information to the Pool Member before the beginning of a Fund Year for various reasons including the failure of the Pool Member to timely submit the appropriate exposure summary or delays on the part of reinsurers in getting information to the Fund, and so, to protect the Pool Member from gaps in its coverage and to protect the solvency of the Fund, the parties agree as follows:

*If, for any reason other than the Pool Member's failure to provide the information requested in the exposure summary, the Fund has not been able to provide the Pool Member with information concerning available coverages for a new Fund Year or advise the Pool Member of the amount of its contribution for the new Fund Year by the beginning of the Fund Year, the Fund shall nevertheless continue the Pool Member's coverages at the same limits of liability (if still available and if not, then at the highest limit of liability available for the new Fund Year) so that the Pool Member shall at all times remain covered as herein provided and the Pool Member's initial contributions for the new Fund Year shall be determined by a "tentative contribution" as determined by the Board with the Pool Member's actual annual contribution to be credited by the amount paid in accordance with the tentative contribution and adjusted during the Fund Year. In the event the Pool Member does not wish to have its coverages extended or renewed at the end of any Fund Year, the burden shall be upon the Pool Member to give written notice to the Fund as provided hereinabove and the Pool Member agrees to pay as hereinabove stated all contributions or pro rata contributions until the date such written notice is received in the offices of the Fund or the date of termination of this Interlocal Agreement, whichever is later.*

6. Commensurate with the execution of this Interlocal Agreement and annually thereafter, the Pool Member shall complete the appropriate exposure summary and deliver it or cause it to be delivered to the Fund, or, if so instructed, to a designated contractor, no later than September 1 of each year and new annual contributions shall be calculated using manual rates times exposure, less any adjustments. Intentional or reckless misstatements on the exposure summary shall be grounds for cancellation. In the event that the Pool Member fails or refuses to submit the appropriate exposure summary, the Fund reserves the right to terminate such Pool Member by giving (30) days' written notice and to collect any and all contributions that are earned pro rata for the period preceding contract term



The Pool Member agrees to pay the annual contribution to the Fund in four (4) equal quarterly installments, in advance, commencing at the beginning of this Interlocal Agreement with subsequent installments due the first quarter thereafter. In the event this Interlocal Agreement is terminated as herein provided, the Fund shall promptly repay to the Pool Member any such unearned annual contribution prorated as of the date of termination and the Pool Member agrees during the term of this Interlocal Agreement to promptly pay all reimbursable deductibles upon receipt of statement.

At the end of each and every Fund Year, the Fund may require the Pool Member to submit the actual data requested on the exposure summary as reflected by the books and records of the Pool Member. The Fund reserves the right to audit the records of any Pool Member and adjust contributions accordingly.

In the event that the Pool Member fails or refuses to make the payments, including accrued interest, as herein provided, the Fund reserves the right to terminate such Pool Member by giving them ten (10) days' written notice and to collect any and all amounts that are earned pro rata for the period preceding contract termination. If the amounts owed, including reimbursable deductibles, must be collected by suit, the Pool Member agrees to pay attorneys' fees and costs incurred in such suit.

7. The Fund shall maintain adequate protection from catastrophic losses to protect its financial integrity. Aggregate protection shall also be maintained. The Member's contributions shall be limited to that amount as calculated under this Interlocal Agreement. Notwithstanding anything to the contrary, the total combined aggregate limit of liability of the Fund for all Pool Members in any Fund Year, regardless of the number of occurrences or claims, shall be limited to the amount of money contained in the Fund. As to the Pool annual aggregate limits or the amount of money in the Fund, the Board of Trustees, in its sole discretion, may determine an allocation methodology among affected Pool Members should the Pool annual aggregate limit be reached, or should the money in the Fund be exhausted.
8. Notwithstanding the provisions of the foregoing paragraph, it is agreed the Board shall have the right to adjust the financial protection outlined above and/or amend coverages as it finds available or deems necessary to maintain the fiscal soundness of the Fund at the beginning of or during any Fund Year.
9. The Fund will make available loss control services to the Pool Members to assist them in following a plan of loss control that may result in reduced losses. The Pool Member agrees that it will cooperate in instituting any and all reasonable loss control recommendations. In the event that the recommendations submitted seem unreasonable, the Pool Member has a right to appeal to the Board. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decisions will be final and binding on all parties. Any Pool Member who does not agree to follow the decision of the Board shall be withdrawn from the Fund immediately.
10. The Pool Member agrees that it will appoint a contact of department head rank, and the Fund shall not be required to contact any other individual except this one person. Any notice to or any agreements with the contact shall be binding upon the Pool Member. The Pool Member reserves the right to change the contact from time to time by giving written notice to the Fund.
11. The Fund agrees to handle all cyber liability and data breach response claims, and provide a defense for any and all cyber liability and data breach response claims covered under this Interlocal Agreement after prompt notice has been given. The Pool Member hereby appoints the Fund staff and Contractors as its agents to act in all matters pertaining to processing and handling of claims covered under this Interlocal Agreement and shall cooperate fully in supplying any information needed or helpful in settlement or defense of such claims. As respects cyber liability and data breach response claims, the Fund staff and Contractors shall carry on all negotiations with the claimant and his/her attorney, when applicable, and negotiate within authority previously granted by the Fund. If a personal appearance by the Pool Member or an employee is necessary, the expense of this appearance will not be the responsibility of the Fund. With the advice and consent of the Fund, the Fund staff and the Contractors will retain and supervise legal counsel for the prosecution and defense of any litigation. All decisions on individual cases shall be made by the Fund through the Fund staff and the Contractors, which include, but are not limited to, the decision to appeal or not to appeal, settlement negotiations, the decision of whether to settle, and other litigation tactics. However, any Pool Member shall have the right in any case to consult with the Fund on any decision made by the Fund staff or Contractors. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decision will be final and binding on all parties. Any suit brought or defended by the Fund shall be brought or defended only in the name of the Pool Member and/or its officers or employees. There shall be supplied periodically to each Pool Member a computer printout involving a statement of claims. As respects the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, the Fund shall have priority in enforcing its subrogation claims against the claims of Pool Member.
12. The Pool Member acknowledges that it has received a copy of the Bylaws of the Fund and agrees to abide by the Bylaws and any amendments thereto.
13. The Fund agrees that all Fund transactions will be annually audited by a nationally recognized certified public accounting firm.
14. If legally required, the Fund shall cause to be filed the necessary tax forms with the Internal Revenue Service.

- 15. As the administrators of the Fund, the Board shall primarily and consistently keep foremost in their deliberations operating the Fund that each of the participating Pool Members is a "self-insured." At least annually, the Board shall carefully review, study, and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Pool Members, the pro rata savings to the Fund resulting from overall loss experience attributed to each Pool Member, and the pro rata portion of the cost of all catastrophic loss protection and aggregate stop loss protection allocated to each Pool Member as well as the pro rata allocation, as determined by the Board of the other and necessary administrative expenses of the Pool, in order to reasonably determine the actual pro rata cost, expense, and loss experience of each Pool Member in order to maintain as nearly as possible an equitable and reasonable self-insurance administration of the Fund as applied to each Pool Member.

The Fund shall maintain case reserves and supplemental reserves computed in accordance with standard actuarial principles, taking into account historical and other data, designed to measure claims development and claims incurred but not yet reported, so that funds will be available to meet these claims as they become due, subject to paragraph 7 above. The Board has complete authority to determine all matters pertaining to the existence and dissolution of the Fund.

- 16. Venue of any suit or action arising out of or related to this Interlocal Agreement shall be exclusively in the state and federal courts of Travis County, Texas. The parties agree they shall assume their own expenses for attorney's fees in any suit or action arising out of or related to this Interlocal Agreement.

- 17. The parties agree this Interlocal Agreement may be executed by original written ink signature on paper documents, an exchange of copies showing the original written ink signature on paper documents, or electronic or digital signature technology in such a manner that the signature is unique and verifiable to the person signing. The use of any one or combination of these methods of execution shall constitute a legally binding and valid signing of this Interlocal Agreement, which may be executed in one or more counterparts, each of which, when duly executed, shall be deemed an original.

EMPLOYER MEMBERS' FUND CONTACT (See Section 10):

Member Name \_\_\_\_\_

Name of Contact \_\_\_\_\_ Title \_\_\_\_\_

Mailing Address \_\_\_\_\_ Email Address \_\_\_\_\_

Street Address (if different from above) \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF AUTHORIZED MEMBER OFFICIAL

\_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Member's Federal Tax I.D. Number \_\_\_\_ - \_\_\_\_\_

**This Information is MANDATORY**

**TO BE COMPLETED BY FUND: (OFFICE USE ONLY)**

Effective Date of This Agreement \_\_\_\_\_

Member Name \_\_\_\_\_

Contract Number \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF AUTHORIZED FUND OFFICIAL

\_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

## **COMMUNICATION**

**SUBJECT:** Consider First reading of an Ordinance (G-8-24) of the City of Port Lavaca amending the Code of Ordinances, Appendix A - Fees, Rates and Changes, GBRA Fees; and providing an effective date. Presenter is Jody Weaver

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## **INFORMATION:**

**ORDINANCE #G-8-24**

AN ORDINANCE AMENDING THE ORDINANCE CODIFIED AND DESCRIBED IN THE CITY OF PORT LAVACA CODE OF ORDINANCES AS PART II, APPENDIX A – FEES, RATES AND CHARGES; AND PROVIDING AN EFFECTIVE DATE

ARTICLE I. GENERAL

WHEREAS, the City Council on March 12, 2012 approved and adopted Ordinance Number G-1-12 which is codified and described in the City of Port Lavaca Code of Ordinances as Part II, Appendix A – Fees, Rates and Charges; and

WHEREAS, the City of Port Lavaca staff has evaluated current fees, rates and charges and find the need to make some amendments and changes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS:

ARTICLE II. FEES TO BE AMENDED

The fees, rates and charges to be amended are in the Chapters listed below and described in full in the attached Exhibit “A”. Text that remains unchanged will be in black-colored letters, text that is new will be identified by bold red-colored letters and all text to be deleted, if any, will be identified as blue-colored letters with strikethroughs, and both highlighted in yellow:

Chapter 50: Utilities

Sec. 50-67 Water User Rates - GBRA Residential and Commercial

ARTICLE III.- EFFECTIVE DATE

This ordinance shall become effective upon adoption by City Council.

FIRST READING this 12<sup>th</sup> day of August, 2024.

\_\_\_\_\_  
Jack Whitlow, Mayor

SECOND AND FINAL READING this 9<sup>th</sup> day of September, 2024.

\_\_\_\_\_  
Jack Whitlow, Mayor

APPROVED AND ADOPTED this 9th day of September, 2024.

\_\_\_\_\_  
Jack Whitlow, Mayor

ATTEST:

\_\_\_\_\_  
Mandy Grant, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second and Final	Passed and Approved
Councilman Aguirre			
Councilman Dent			
Councilman Tippit			
Councilwoman Padron			
Councilman Ward			
Councilman Burke			

Record of approval by City Council: City Council Minute Records, Volume 3I, Page \_\_\_\_.

**EXHIBIT A**

CHAPTER 50—UTILITIES

Section Number	Subject	Fee Amount
<i>Cross-Connection Program (Backflow Prevention)</i>		
<u>50-19</u>	<i>Enforcement Penalty</i>	
	*A violation of this section is a misdemeanor and, upon conviction, any person who violates this section shall be punished by a fine up to \$500.00.	*
<i>Water service deposits</i>		
	<i>Type of Deposit:</i>	
<u>50-49(a)</u>	Residential	\$180.00—\$280.00
<u>50-49(b)</u>	Commercial	Up to 60-day average bill
<u>50-50(2)</u>	Fire hydrant	\$1,500.00
<u>50-64</u>	Contractor's deposit	\$50.00
<i>Water tap and meter installation fees</i>		
<u>50-52(a), 42-105</u>	<i>Water tap/meter set fees:</i>	
	¾-inch water tap	\$840.00
	¾-inch meter set fee	\$370.00
	1-inch water tap	\$940.00
	1-inch meter set fee	\$540.00
	2-inch or greater tap	Based on current materials and labor
<u>50-52(b)</u>	Inspection fee	
<i>Water table</i>		
<u>50-67</u>	<i>Water user rates:</i>	
<u>50-67</u>	<i>Residential:</i>	
	Base charge 0—2,000 gallons	\$24.68 per month
	Guadalupe-Blanco River Authority (GBRA) Raw Water fee	\$11.46 \$13.65 per month
	2,001—5,000 gallons	\$4.78 per 1,000 gallons
	5,001—25,000 gallons	\$5.26 per 1,000 gallons
	Over 25,000 gallons	\$5.97 per 1,000 gallons
<u>50-67</u>	<i>Small Commercial:</i>	

CITY OF PORT LAVACA - PART II - CODE OF ORDINANCES  
APPENDIX A—FEES, RATES AND CHARGES

Section VIII. Item #15.

	Base charge 0—2,000 gallons 5/8—1½-inch meter	\$27.18 per month
	Guadalupe-Blanco River Authority (GBRA) Raw Water fee	<del>\$11.46</del> \$13.65 per month
	2,001—5,000 gallons	\$4.95 per 1,000 gallons
	5,001—25,000 gallons	\$5.26 per 1,000 gallons
	Over 25,000 gallons	\$5.97 per 1,000 gallons
<u>50-67</u>	<i>Large commercial:</i>	
	Base charge 2—6-inch water meter	\$44.68 per month
	Guadalupe-Blanco River Authority (GBRA) Raw Water fee	<del>\$11.46</del> \$13.65 per month
	0—5,000 gallons	\$4.95 per 1,000 gallons
	5,001—25,000 gallons	\$5.26 per 1,000 gallons
	Over 25,000 gallons	\$5.97 per 1,000 gallons
<u>50-67</u>	<i>Outside city limits:</i>	
	For residential and commercial customers located outside the city limits, the charge for water shall be 1½ times the rate charged to customers inside the city limits	
	Bulk Water: (Metered Water)	
	Base charge 0—2,000 gallons	\$50.00
	2,001—25,000 gallons	2 times large commercial rate
	Over 25,000 gallons	2 times large commercial rate